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Certified Forensic Loan Auditors

CERTIFIED FORENSIC LOAN AUDITORS, LLC

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13101 West Washington Blvd., Suite 444, Los Angeles, CA 90066
Phone: 888-758-2352; facsimile 310-388-0175
Sales@CertifiedForensicLoanAuditors.com
www.CertifiedForensicLoanAuditors.com

CFLA BLOOMBERG PROPERTY SECURITIZATION ANALYSIS REPORT™

Prepared for:

LEENA HANNONEN

For Property Address

3252 Pine Hills Road, Julian, CA 92036

Prepared on:

November 13, 2019

Disclosure: You have engaged Certified Forensic Loan Auditors, LLC to examine your real estate documents. This information is not to be construed as legal advice or the practice of law, pursuant to Business and Professions Code § 6125 et seq, it is the intent of CFLA, its members, auditors and independent contractors, not to engage in activities that could be considered the practice of law by conduct exhibiting any of the following practices: "...the doing and/or performing of services in a court of justice in any matter depending therein throughout the various stages and in conformity with the adopted rules of procedure. It includes legal advice and counsel and the preparation of legal instruments and contracts by which the legal rights are secured although such matter may or may not be depending in a court."



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SECTION 1: TRANSACTION DETAILS

BORROWER & CO-BORROWER:

BORROWER	CO-BORROWER
LEENA HANNONEN	NONE
CURRENT ADDRESS	SUBJECT ADDRESS
3252 PINE HILLS ROAD JULIAN, CA 92036	3252 PINE HILLS ROAD JULIAN, CA 92036

TRANSACTION PARTICIPANTS

AMOUNT	MORTGAGE SERVICER	MORTGAGE NOMINEE/BENEFICIARY
\$483,750.00	SPECIALIZED LOAN SERVICING, LLC	Mortgage Electronic Registration Systems, Inc. ("MERS") PO Box 2026 Flint, MI 48501-2026 (888)679-MERS
ORIGINAL MORTGAGE LENDER	LOAN TYPE	TITLE COMPANY
CHEVY CHASE BANK, F.S.B.	CONVENTIONAL 30 YEAR ADJUSTABLE RATE MORTGAGE	NOT AVAILABLE



Certified Forensic Loan Auditors

BORROWERS ASSIGNMENT OF DEED OF TRUST RECORDED 03/07/2017
Shows the Borrowers Loan was assigned and transferred to Chevy Chase Funding LLC
Mortgage-Backed Certificates, Series 2007-2

This Instrument Prepared By:
VISIONET SYSTEMS INC.
After Recording Return To:
VISIONET SYSTEMS INC.
183 INDUSTRY DRIVE
PITTSBURGH, PA 15275
Voice: 1-(412) 927-0226
Recording Requested By: Simplifile

DOC# 2017-0104809



Mar 07, 2017 09:04 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$27.00

PAGES: 4

Tax Parcel ID: 291-121-23



Assignment of Deed Of Trust

ORDER #: 186452
MIN #: 100015305570199574 MERS PHONE #: 1-888-679-6377

For value received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for
CHEVY CHASE BANK, F.S.B., its successors and assigns, hereby grants, assigns, and transfers to:
U.S. Bank National Association, as Trustee relating to Chevy Chase Funding LLC Mortgage
Backed Certificates Series 2007-2 all of its right, title and interest under that certain Deed of Trust
dated March 15, 2007 executed by:

Borrower: LEENA HANNONEN, AN UNMARRIED WOMAN

To MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for CHEVY CHASE
BANK, F.S.B., its successors and assigns whose address is 1901 E Voorhees Street, Suite C, Danville,
IL 61834, in the amount of: \$483,750.00, recorded 03/21/2007 as Instrument No.: 2007-0191681 of the
Official Records of San Diego County, California

Property Address: 3252 PINE HILLS ROAD, JULIAN, CALIFORNIA 92036

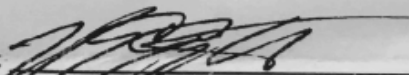
Legal Description: SEE EXHIBIT "A"

Effective date: 03/06/17

A notary public or other officer completing this
certificate verifies only the identity of the
individual who signed the document to which
this certificate is attached, and not the
truthfulness, accuracy, or validity of that
document.

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

By:


NORMAN EDWARD GOTTSCHALK
VICE PRESIDENT



Certified Forensic Loan Auditors

SEARCH RESULT FOR CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2 is a Private Placement Trust

Confidential Private Placement Memorandum dated June 19, 2007

**CHEVY CHASE FUNDING LLC
MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2
Class A-1, Class A-2, Class B-1, Class B-2, Class B-3, Class B-4, Class B-5 and Class B-6**

Consider carefully the risk factors beginning on page 9 for a description of certain risks associated with owning the Offered Certificates.

The Offered Certificates represent interests in only the Mortgage Loans, the Mortgaged Properties and the MI Policies and, in the case of the Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3 Certificates only, the Swap Agreements, each as described herein. Certain distributions on the Class A-1 Certificate (which underlies the Class A-1 Certificates) are guaranteed by the Insurance Policy issued by Ambac Assurance Corporation, as and to the extent described herein. The Offered Certificates do not represent an interest in or obligation of the Depositor, the Seller and Servicer, the Trustee, the Insurer, the Initial Purchasers, the Swap Provider, the MI Providers or any of their affiliates.

Neither the Offered Certificates nor the Mortgage Loans are insured or guaranteed by any agency or instrumentality of the United States, the Depositor, the Seller and Servicer or their affiliates.

The only credit enhancement for each class of Offered Certificates will be the subordination provided by the classes of Certificates subordinate to that class and, in the case of the Class A-1 Certificate (which underlies the Class A-1 Certificates), the Insurance Policy.

CHEVY CHASE FUNDING LLC

Depositor

Chevy Chase Bank, F.S.B.

Seller and Servicer

\$719,103,889

(Subject to a 10% variance)

The Mortgage-Backed Certificates, Series 2007-2 will be issued by the Chevy Chase Funding LLC Mortgage-Backed Certificates, Series 2007-2 Trust (directly or through a sub-trust), and will include eight classes of Offered Certificates, which are identified below, as well as twelve additional classes of Certificates. Distributions on the Offered Certificates will be made on the 25th day of each month or, if such day is not a Business Day, then on the next Business Day, commencing in July 2007. The table below lists the classes of Offered Certificates, including the initial Certificate Principal Balance and Certificate Rate of each class. Further information concerning the Offered Certificates is included in the summary beginning on page 3.

The primary asset of the Trust will be a pool of certain conventional, adjustable-rate, first lien Mortgage Loans. The Mortgage Loans and other assets of the Trust are described in the summary beginning on page 1.

The Offered Certificates

Total principal amount	\$719,103,889 (Subject to a 10% variance)
First Distribution Date	July 25, 2007
Interest and/or principal paid	Monthly

Class	Initial Certificate Principal Balance ⁽¹⁾	Certificate Rate	Initial Rating (Moody's/ S&P)	Designations	Latest Possible Maturity Date
A-1	\$425,000,000.00	1 mo. LIBOR + 0.13% ⁽²⁾	Aaa/AAA	Senior/Variable Rate	May 25, 2048
A-2	\$193,429,000.00	1 mo. LIBOR + 0.18% ⁽²⁾	Aaa/AAA	Senior/Variable Rate	May 25, 2048
B-1	\$39,551,000.00	1 mo. LIBOR + 0.33%	Aaa/AA	Subordinate/Variable Rate	May 25, 2048
B-2	\$17,976,000.00	1 mo. LIBOR + 0.80%	Aa2/A	Subordinate/Variable Rate	May 25, 2048
B-3	\$12,585,000.00	1 mo. LIBOR + 2.25%	A1/BBB	Subordinate/Variable Rate	May 25, 2048
B-4	\$12,585,000.00	⁽³⁾	Baa3/BB	Subordinate/Variable Rate	May 25, 2048
B-5	\$8,269,000.00	⁽³⁾	B2/B	Subordinate/Variable Rate	May 25, 2048
B-6	\$9,708,889.77	⁽³⁾	NR/NR	Subordinate/Variable Rate	May 25, 2048
Total Offered Certificates	\$719,103,889.77				

(1) Based upon the Depositor's estimate of the final Mortgage Pool size and subject to a variance of no more than 10% prior to issuance. For this series, it is expected that there will be no variance to the size of the final Mortgage Pool.

(2) On each Distribution Date after the Clean-Up Call Date, the Class A-1 Certificates and the Class A-2 Certificates will also receive their pro rata portion of the Class A Step-Up Amount for such Distribution Date.

(3) The Pass-Through Rate for that Distribution Date.

It is expected that (i) delivery of the investment grade Offered Certificates will be made in book-entry form through the Same-Day Funds Settlement System of The Depository Trust Company (which may include delivery through Clearstream Banking, société anonyme and Euroclear Bank S.A./N.V., as operator of the Euroclear System, as participants of The Depository Trust Company), and (ii) delivery of the non-investment grade Offered Certificates will be in the form of physical Definitive Certificates.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of the Offered Certificates or determined that this Confidential Private Placement Memorandum is accurate or complete. Any representation to the contrary is a criminal offense.

This copy of the Memorandum is for the exclusive use of the intended recipient and should be returned to Chevy Chase Funding LLC or to Barclays Capital Inc. or Credit Suisse Securities (USA) LLC (the "Initial Purchasers") immediately upon request. If this copy is received by any party other than the intended recipient, there is a presumption that this Memorandum has been improperly reproduced and circulated, in which case the Seller and Servicer, the Depositor and the Initial Purchasers disclaim any responsibility for its contents and use.

Initial Purchasers

BARCLAYS CAPITAL

CREDIT SUISSE



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SECTION 2: SECURITIZATION
SECURITIZATION PARTICIPANTS:
PRIVATE PLACEMENT

ORIGINATOR/LENDER	SPONSOR/SELLER	DEPOSITOR
CHEVY CHASE BANK, F.S.B.	CHEVY CHASE BANK, F.S.B.	CHEVY CHASE FUNDING LLC
ISSUING ENTITY	TRUSTEE	MASTER SERVICER/ SERVICER
CHEVY CHASE FUNDING LLC MORTGAGE- BACKED CERTIFICATES, SERIES 2007-2	U.S. BANK NATIONAL ASSOCIATION	CHEVY CHASE BANK, F.S.B.
CUSTODIAN	CUT – OFF DATE	CLOSING DATE
U.S. BANK NATIONAL ASSOCIATION	JUNE 1, 2007	ON OR ABOUT JUNE 21, 2007

* This is a private placement as defined in Rule 144a of the Securities Act of 1933. As such, a prospectus and other investor information are not publicly disclosed. This type of report may otherwise include extracts of the prospectus supplement (Form 424B5) indicating the securitization transaction parties; assignment and delivery of the mortgage loans; and extracts of the Pooling and Servicing Agreement, notably the conveyance of the loan verbiage generally placed into “Section 2.01” of such agreements. This private placement is an indication that the note has been sold and securitized to third parties similar to publicly reporting mortgage trusts.



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**ISSUE DATE OF CHEVY CHASE FUNDING LLC MORTGAGE-BACKED
CERTIFICATES, SERIES 2007-2 PER BLOOMBERG, LP**
RATINGS HISTORY

CCMFC 2007-2X A1		77.472542 / 78.015343	CUSIP BCC0YF7H5		Disc Mrgn 613.6/594.2
As of 12 Oct		Prepay 15CPR	WAL 4.73	Collateral 72.0% WHARM3.7%	BVAL
CCMFC 2007-2X A1 Mtge		Setup Alert	Settings ▾	Ratings History	
CUSIP	BCC0YF7H5	Coupon 2.346	Issue Date	06/21/2007	
CMO	FLT,STEP,IRC		Maturity Date	05/25/2048	
Agency		Rating Type	Rating	Effective Date	
Standard & Poor's		Long Term	NR	01/30/2013	
Standard & Poor's		Long Term	D (sf)	01/19/2011	
Moody's		Long Term	Caa3 (sf)	12/09/2010	
Moody's		Underlying LT	Caa3 (sf)	12/09/2010	
Moody's		Long Term	Caa3*- (sf)	04/16/2010	
Moody's		Underlying LT	Caa3*- (sf)	03/30/2010	
Standard & Poor's		Long Term	CC (sf)	03/02/2010	
Standard & Poor's		Long Term	CCC	08/13/2009	
Moody's		Long Term	Caa2	07/29/2009	
Moody's		Long Term	Ba3	04/13/2009	
Standard & Poor's		Long Term	AAA*-	03/09/2009	
Moody's		Long Term	Baa1*-	03/03/2009	
Moody's		Underlying LT	Caa3	02/19/2009	
Moody's		Long Term	Baa1	11/16/2008	
Moody's		Long Term	Aa3*-	09/18/2008	
Moody's		Long Term	Aa3	09/05/2008	
Moody's		Long Term	Aaa*-	07/14/2008	
Standard & Poor's		Long Term	AAA	06/28/2007	
Upgrade Downgrade Affirmation Initial Recent Rating Action					
51 2 9777 8600 Brazil 5511 2395 9000 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852					
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**CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES,
SERIES 2007-2 IS A PRIVATE PLACEMENT TRUST**

Confidential Private Placement Memorandum dated June 19, 2007

~~CHEVY CHASE FUNDING LLC~~

MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2

Class A-1, Class A-2, Class B-1, Class B-2, Class B-3, Class B-4, Class B-5 and Class B-6

Consider carefully the risk factors beginning on page 9 for a description of ~~certain risks associated with owning the~~ Offered Certificates.

The Offered Certificates represent interests in only the Mortgage Loans, the Mortgaged Properties and the MI Policies and, in the case of the ~~Class A-1, Class A-2, Class B-1, Class B-2 and Class B-3~~ Certificates only, the Swap Agreements, each as described herein. Certain distributions on the Class A-1 Certificate (which underlies the Class A-1 Certificates) are guaranteed by the Insurance Policy issued by Ambac Assurance Corporation, as and to the extent described herein. The Offered Certificates do not represent an interest in or obligation of the Depositor, the Seller and Servicer, the Trustee, the Insurer, the Initial Purchasers, the Swap Provider, the MI Providers or any of their affiliates.

Neither the Offered Certificates nor the Mortgage Loans are insured or guaranteed by any agency or instrumentality of the United States, the Depositor, the Seller and Servicer or their affiliates.

The only credit enhancement for each class of Offered Certificates will be the subordination provided by the classes of Certificates subordinate to that class and, in the case of the Class A-1 Certificate (which underlies the Class A-1 Certificates), the Insurance Policy.

CHEVY CHASE FUNDING LLC

Depositor

Chevy Chase Bank, F.S.B.

Seller and Servicer

\$719,103,889

(Subject to a 10% variance)

The Mortgage-Backed Certificates, Series 2007-2 will be issued by the Chevy Chase Funding LLC Mortgage-Backed Certificates, Series 2007-2 Trust (directly or through a sub-trust), and will include eight classes of Offered Certificates, which are identified below, as well as twelve additional classes of Certificates. Distributions on the Offered Certificates will be made on the 25th day of each month or, if such day is not a Business Day, then on the next Business Day, commencing in July 2007. The table below lists the classes of Offered Certificates, including the initial Certificate Principal Balance and Certificate Rate of each class. Further information concerning the Offered Certificates is included in the summary beginning on page 3.

The primary asset of the Trust will be a pool of certain conventional, adjustable-rate, first lien Mortgage Loans. The Mortgage Loans and other assets of the Trust are described in the summary beginning on page 1.

The Offered Certificates

Total principal amount	\$719,103,889 (Subject to a 10% variance)
First Distribution Date	July 25, 2007
Interest and/or principal paid	Monthly

Class	Initial Certificate Principal Balance ⁽¹⁾	Certificate Rate	Initial Rating (Moody's/ S&P)	Designations	Latest Possible Maturity Date
A-1	\$425,000,000.00	1 mo. LIBOR + 0.135% ⁽²⁾	Aaa/AAA	Senior/Variable Rate	May 25, 2048
A-2	\$193,429,000.00	1 mo. LIBOR + 0.185% ⁽²⁾	Aaa/AAA	Senior/Variable Rate	May 25, 2048
B-1	\$39,551,000.00	1 mo. LIBOR + 0.33%	Aaa/AA	Subordinate/Variable Rate	May 25, 2048
B-2	\$17,976,000.00	1 mo. LIBOR + 0.80%	Aa2/A	Subordinate/Variable Rate	May 25, 2048
B-3	\$12,585,000.00	1 mo. LIBOR + 2.25%	A1/BBB	Subordinate/Variable Rate	May 25, 2048
B-4	\$12,585,000.00	(3)	Baa3/BB	Subordinate/Variable Rate	May 25, 2048
B-5	\$8,269,000.00	(3)	B2/B	Subordinate/Variable Rate	May 25, 2048
B-6	\$9,708,889.77	(3)	NR/NR	Subordinate/Variable Rate	May 25, 2048
Total Offered Certificates		\$719,103,889.77			

(1) Based upon the Depositor's estimate of the final Mortgage Pool size and subject to a variance of no more than 10% prior to issuance. For this series, it is expected that there will be no variance to the size of the final Mortgage Pool.

(2) On each Distribution Date after the Clean-Up Call Date, the Class A-1 Certificates and the Class A-2 Certificates will also receive their ~~pro rata~~ portion of the Class A Step-Up Amount for such Distribution Date.

(3) The Pass-Through Rate for that Distribution Date.

It is expected that (i) delivery of the investment grade Offered Certificates will be made in book-entry form through the Same-Day Funds Settlement System of The Depository Trust Company (which may include delivery through Clearstream Banking, société anonyme and Euroclear Bank S.A./N.V., as operator of the Euroclear System, as participants of The Depository Trust Company), and (ii) delivery of the non-investment grade Offered Certificates will be in the form of physical Definitive Certificates.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of the Offered Certificates or determined that this Confidential Private Placement Memorandum is accurate or complete. Any representation to the contrary is a criminal offense.

This copy of the Memorandum is for the exclusive use of the intended recipient and should be returned to Chevy Chase Funding LLC or to Barclays Capital Inc. or Credit Suisse Securities (USA) LLC (the "Initial Purchasers") immediately upon request. If this copy is received by any party other than the intended recipient, there is a presumption that this Memorandum has been improperly reproduced and circulated, in which case the Seller and Servicer, the Depositor and the Initial Purchasers disclaim any responsibility for its contents and use.

Initial Purchasers

BARCLAYS CAPITAL

CREDIT SUISSE

The research products for this report are derived from a search of SEC records. The Note and Mortgage may have taken two distinctly different paths. The Note may have been securitized into a private placement CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2. Private placement trust like CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2 will not be and have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States. It does not have the Prospectus & Pooling and Servicing Agreement (PSA) available on the SEC website.



Certified Forensic Loan Auditors

RULE 144 EXEMPTION

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CCMFC 2007-2X A1 Mtge	66 Send	Page 3/5	Security Description
US RMBS	4.350(298)137	CUSIP BCC0YF7H5	95 Buy 90 Sell
1 Bond Summary	2 Group Summary	3 Comments	4 Structural Summary 5 Overview

RESTRICTIONS: Regulation S eligible

THESE SECURITIES WILL NOT BE AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES ABSENT REGISTRATION OR AN APPLICABLE EXEMPTION FROM REGISTRATION REQUIREMENTS.

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3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2018 Bloomberg F
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Certified Forensic Loan Auditors

As a private placement is offered to a relatively small number of persons, the placement does not have to be registered with the Securities and Exchange Commission. In many cases, detailed financial information is not disclosed and the requirement for a prospectus is waived.



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Rule 144: Selling Restricted and Control Securities

When you acquire restricted securities or hold control securities, you must find an exemption from the SEC's registration requirements to sell them in a public marketplace. [Rule 144](#) allows public resale of restricted and control securities if a number of conditions are met. This overview tells you what you need to know about selling your restricted or control securities. It also describes how to have a restrictive legend removed.

What Are Restricted and Control Securities?

Restricted securities are securities acquired in unregistered, private sales from the issuing company or from an affiliate of the issuer. Investors typically receive restricted securities through private placement offerings, Regulation D offerings, employee stock benefit plans, as compensation for professional services, or in exchange for providing "seed money" or start-up capital to the company. Rule 144(a)(3) identifies what sales produce restricted securities.

Control securities are those held by an affiliate of the issuing company. An [affiliate](#) is a person, such as an executive officer, a director or large shareholder, in a relationship of control with the issuer. [Control](#) means the power to direct the management and policies of the company in question, whether through the ownership of voting securities, by contract, or otherwise. If you buy securities from a controlling person or "affiliate," you take restricted securities, even if they were not restricted in the affiliate's hands.

If you acquire restrictive securities, you almost always will receive a certificate stamped with a "restrictive" legend. The legend indicates that the securities may not be resold in the marketplace unless they are registered with the SEC or are exempt from the registration requirements. Certificates for control securities usually are not stamped with a legend.

<https://www.sec.gov/investor/pubs/rule144.htm>



Certified Forensic Loan Auditors

SECTION 3: FORECLOSURE

Recorded Events on the Loan Including Foreclosure Issues and Securitization

Recorded Chain of Deed of Trust Possession		Chain of Note Possession	
Date	Original Deed of Trust	Date	Note Holder
March 21, 2007 Instrument # 2007-0191681 Official Records, San Diego County California	LEENA HANNONEN (Borrower) CHEVY CHASE BANK, F.S.B. (Lender) MIN # 10001530557019957 4	March 15, 2007	CHEVY CHASE BANK, F.S.B. (Lender) Principal Amount: \$483,750.00 LOAN # 55701995
March 07, 2017 Instrument # 2017-0104809 Official Records, San Diego County California	Assignment of Deed of Trust to U.S. Bank National Association as Trustee for Chevy Chase Funding LLC Mortgage-Backed Certificates, Series 2007-2. Signed by Norman Edward Gottschalk, on behalf of MERS without disclosure of true employment.	June 1, 2007	Chevy Chase Funding LLC Mortgage-Backed Certificates, Series 2007-2 Issuing Entity Principal Amount: \$483,750.00
September 25, 2017 Instrument # 2017-0439136 Official Records, San Diego County California	SUBSTITUTION OF TRUSTEE		
November 02, 2017 Instrument # 2017-0513311 Official Records, San Diego County California	NOTICE OF DEFAULT		

*Note: The above analysis covers primary active loan.
Annotated DataTree search located in Exhibit I.*



Certified Forensic Loan Auditors

REPORT SUMMARY

Deed of Trust:

- On March 15, 2007, Debtor Leena Hannonen executed a negotiable promissory note and a security interest in the form of a DEED OF TRUST in the amount of \$483,750.00. This document was filed as document number 2007-0191681 in the Official Records of San Diego County. *The original lender of the promissory note and beneficiary of the Deed of Trust is Chevy Chase Bank, F.S.B. Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") is not named as the payee of the note, but is named as acting solely as a "nominee" for the lender as the beneficiary of the security interest Security Deed.*

Securitization (The Note):

- The NOTE was sold, transferred, assigned and securitized into the **CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2** with a Closing Date of On or about June 21, 2007.

Assignment of Deed of Trust:

- On March 07, 2017, an Assignment of Deed of Trust was recorded in the Official Records, San Diego County as instrument number 2017-0104809 to U.S. Bank National Association as Trustee relating to Chevy Chase Funding LLC Mortgage-Backed Certificates, Series 2007-2. Document was signed by Norman Edward Gottschalk for Mortgage Electronic Registration Systems, Inc. without disclosure of true employment. Approximately ten (10) years had gone by since note was placed into CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2 and examiner therefore recommends production and review of the then notarized bill of sale; note endorsement; and verifiable proof of funds prior to the closing date of On or about June 21, 2007, starting with original Lender; Chevy Chase Bank, F.S.B., to Sponsor/Seller; Chevy Chase Bank, F.S.B. to Depositor; Chevy Chase Funding LLC into the Trust; CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2 for approval of this Assignment of Deed of Trust. Examiner considers this a document of impropriety requiring rescission for rightful foreclosure to take place until actual purchase by above parties is verified.
- Depositor Chevy Chase Funding LLC is the only rightful party that can place assets into the trust pursuant to investor offering documents as specified above.

Substitution of Trustee:

- On September 25, 2017, a Substitution of Trustee was recorded in the Official Records, San Diego County as instrument number 2017-0439136.

Notice of Default:



Certified Forensic Loan Auditors

- On November 02, 2017, a Notice of Default was recorded in the Official Records, San Diego County as instrument number 2017-0513311.

ASSIGNMENT OF DEED OF TRUST RECORDED 3/07/2017

Norman Edward Gottschalk assigned the Deed of Trust to U.S. Bank, N.A. by signing for MERS. Depositor Chevy Chase Funding LLC is the only rightful party that can place assets into the trust pursuant to investor offering documents as specified above with respect to the Trust Chevy Chase Funding LLC Mortgage-Backed Certificates, Series 2007-2 with a Closing Date of On or about June 21, 2007. This document is approximately 10 years after the mortgage was place in the Trust a clear violation of the Pooling and Servicing Agreement.

This Instrument Prepared By:
VISIONET SYSTEMS INC.
After Recording Return To:
VISIONET SYSTEMS INC.
183 INDUSTRY DRIVE
PITTSBURGH, PA 15275
Voice: 1-(412) 927-0226
Recording Requested By: Simplifile

DOC# 2017-0104809



Mar 07, 2017 09:04 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$27.00

PAGES: 4

Tax Parcel ID: 291-121-23

Assignment of Deed Of Trust

ORDER #: 186452

MIN #:100015305570199574 MERS PHONE #: 1-888-679-6377

For value received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for CHEVY CHASE BANK, F.S.B., its successors and assigns, hereby grants, assigns, and transfers to: **U.S. Bank National Association, as Trustee relating to Chevy Chase Funding LLC Mortgage Backed Certificates Series 2007-2** all of its right, title and interest under that certain Deed of Trust dated March 15, 2007 executed by:

Borrower: **LEENA HANNONEN, AN UNMARRIED WOMAN**

To MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for CHEVY CHASE BANK, F.S.B., its successors and assigns whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834, in the amount of: \$483,750.00, recorded 03/21/2007 as Instrument No.: 2007-0191681 of the Official Records of San Diego County, California

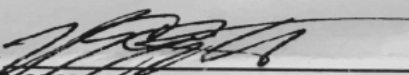
Property Address: 3252 PINE HILLS ROAD, JULIAN, CALIFORNIA 92036

Legal Description: SEE EXHIBIT "A"

Effective date: 03/16/17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

By: 

NORMAN EDWARD GOTTSCHALK
VICE PRESIDENT

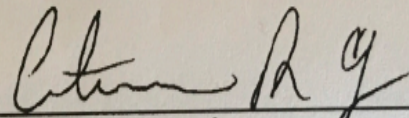


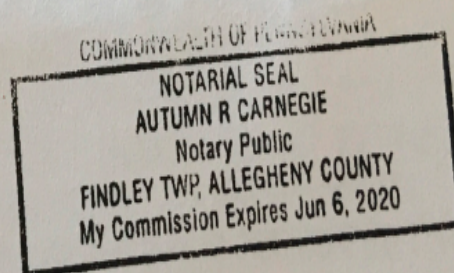
Certified Forensic Loan Auditors

PAGE 2 OF ASSIGNMENT SIGNED BY NORMAN EDWARD GOTTSCHALK

State of PENNSYLVANIA
County of ALLEGHENY

On 03/06/17 before me, Autumn R Carnegie the undersigned, a Notary Public in and for the county of ALLEGHENY in the State of Pennsylvania, personally appeared Norman Edward Gottschalk, Vice President personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that for his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.


Autumn R Carnegie
My Commission Expires: 06/06/2020





Certified Forensic Loan Auditors

To foreclose on real property, a plaintiff must be able to establish the chain of title entitling him to relief. Nevertheless, MERS has acknowledged, and recent cases have held, that MERS is a mere “nominee”— an entity appointed by the true owner simply for the purpose of holding properties in order to facilitate transactions. Recent court opinions stress that this defect is not just a procedural defect, but is a substantive failure, one that is fatal to the plaintiff’s legal ability to foreclose. The first Assignment should have been made starting with original Lender; Chevy Chase Bank, F.S.B., to Sponsor/Seller; Chevy Chase Bank, F.S.B. to Depositor; Chevy Chase Funding LLC into the Trust; CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2. A break in the chain of title constitutes a title defect and renders the title to real property unmarketable. In an incomplete chain of title, there is a document or more missing from the chain, without which the whole chain breaks down. A claim of title based on a title document alleged to have been lost or destroyed can only be established by clear, unequivocal and convincing evidence. This heightened burden of proof has been imposed by the courts in order to avoid fraud.

All proper parties need to be named and included in instruments of conveyance. A break in the chain of title occurs when all proper parties have not been included on the conveying instrument. Thus, there is a problem if title was vested in both A and B, but only B conveyed out. An assignment, grant or conveyance shall be void as against any subsequent purchaser or Mortgagee for a valid consideration, without notice, unless it is recorded in the County Recorder’s Office within three months of its date or prior to the date of such subsequent purchase or mortgage. In short, if an assignment is not recorded with three months after signing, the assignee stands at risk of having its rights subordinated to a subsequent bona fide purchaser or lender acting without notice of the assignment.

Existing law authorizes the recording of an instrument affecting the title to or possession of real property, as well as the recording of an assignment of a Mortgage. Under existing law, the recording of an interest in real property provides notice of that interest to subsequent purchasers and mortgagees. Existing law provides that an unrecorded conveyance of real property is void against a duly recorded interest by a subsequent purchaser or mortgagee, if he or she acted in good faith and paid valuable consideration.

Each transfer must be a true sale for purposes of creating a bankruptcy remote structure which was the very purpose of the securitization process. Each transfer must follow the specific steps designated in the structure as set forth in Section 2.01 entitled Conveyance of Mortgage Loans of the Pooling and Servicing Agreement which is the document that set up the Trust (“PSA”). Additionally, all steps in the transfer process must be true and complete sales between the parties in order to qualify the Trust for what is called REMIC qualification under the Internal Revenue Code for Real Estate Mortgage Conduit securitization trusts, or REMIC trusts.



Certified Forensic Loan Auditors

American Banker states that foreclosure ownership support documents (the primary example being Assignments of Deed of Trust) should be prepared at time of transfer instead of by bank employees claiming to represent lenders that no longer exist:

AMERICAN BANKER | Consumer Finance

Today's Paper | Magazine | iPad | Video

Women in Banking | FinTech 100

MERGERS & ACQUISITIONS | REGULATION & REFORM | COMMUNITY BANKING | CONSUMER FINANCE | BANK TECHNOLOGY | BANKTHINK | SPECIAL REPORT

FORECLOSURE DOCUMENTS

by Kate Berry
AUG 31, 2011 5:47pm ET

Print | Email | Reprints

(15) Comments

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Some of the largest mortgage servicers are still fabricating documents that should have been signed years ago and submitting them as evidence to foreclose on homeowners.

The practice continues nearly a year after the companies were caught cutting corners in the robo-signing scandal and about six months after the industry began negotiating a settlement with state attorneys general investigating loan-servicing abuses.

Several dozen documents reviewed by *American Banker* show that as recently as August some of the largest U.S. banks, including Bank of America Corp., Wells Fargo & Co., Ally Financial Inc., and OneWest Financial Inc., were essentially backdating paperwork necessary to support their right to foreclose.

Some of documents reviewed by *American Banker* included signatures by current bank employees claiming to represent lenders that no longer exist.

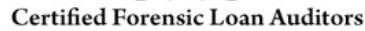
RELATED LINKS

- U.S. Bank Stands Out as a Mortgage Bond Trustee with Teeth
- Robo-Signing Settlement Needs to Go All the Way
- Are the State AG Mortgage Settlement Talks Falling Apart?
- N.Y. AG Moves to Intervene in B of A-Bondholder Settlement

RELATED GRAPHIC

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http://www.americanbanker.com/issues/176_170/robo-signing-foreclosure-mortgage-assignments-1041741-1.html



The loan was found in the CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2 as investor loan number 55701995, which agrees with the characteristics of the loan. This trust has a current average FICO score of 698. The loan is shown with a current rate of 5.7500% and a principal and interest payment of \$2,519.29 per month. The original payment was \$1,464.92.

CCMFC 2007-2X A1

77.472542 / 78.015343

CUSIP BCCOYF7H5

Disc Mrgn 613.6/594.2

As of 12 Oct

Prepay 15CPR

WAL 4.73

Collateral 72.0% WHARM3.7%

BVAL

CCMFC 2007-2X A1 Mtge

92) Export

Quick Views

Loan Level Detail

Loan Level

95) All Collateral

As of 09/2018

	Count	Current Balance	Deal%	WALTV	Score	ACD	WAC	WAM	WALA
All Loans in Group	1,257	138,816,617.52	100.00%	64.0	698	713,528,087.00	4.35	298	137

Jump to Column

90 Clear Filters

Loan ID	ARM Init Floor	ARM Init Cap	Zip	Original Balance	Is Advancing	Groups	Mod Type	Mod Date	Gross Cpn	Premod Coupon	Payment Due	Original Payment	IO Term	HALTV
			11976.2.6	713,528,087.00	No 86.2				4.3500		2,887,933.69	2,319,313.79	60.10	
618) 55701995			92036	483,750.00	Yes	0			5.7500		2,519.29	1,464.92	63.00	
619) 57700159			22032	482,000.00		0			3.0000		1,839.40	1,711.62	89.00	
620) 55703136			90810	481,650.00		0			3.5000		1,862.42	1,732.49	153.00	
621) 57700607			98230	481,000.00		0			3.7500		2,171.98	1,482.03	94.00	
622) 56700515			93274	480,000.00		0			3.6250		1,366.60	1,271.26	166.00	
623) 56700503			92627	480,000.00	No	0			5.1250		2,365.04	1,271.26	61.00	
624) 56700651			92563	478,000.00		0			4.2500		2,350.62	1,447.51	133.00	
625) 56701463			95003	477,000.00	No	0	Term Adjustment, Fixed->	07/01/2014	2.0000		1,372.74	1,431.96	66.00	
626) 53608034			20001	476,600.00		0	Term Adjustment	07/01/2014	3.1250		1,759.10	1,702.62	65.00	
627) 55702610			91748	476,000.00		0			4.1250		2,061.81	1,454.00	71.00	
628) 56700210			91765	475,400.00		0			3.1250		1,926.79	1,551.01	104.00	
629) 56700616			95624	475,000.00	No	0	Rate Modification, Recapit	08/01/2011	2.0000	4.2500	1,681.11	1,646.14	79.00	
630) 55700653			85086	475,000.00		0			3.3750		1,619.27	1,401.21	163.00	
631) 55701656			11565	475,000.00		0			3.0000		2,183.60	1,639.32	82.00	
632) 57700524			91605	475,000.00	No	0	Rate Modification, Term A	04/01/2017	3.1250	4.0000	1,588.73	1,815.67	78.00	
633) 55700512			92083	475,000.00	No	0	Term Adjustment, Fixed->	07/01/2014	2.0000		1,598.88	2,067.23	54.00	
634) 57700172			22025	472,000.00		0			2.2500		1,949.67	1,518.14	81.00	
635) 57605263			91744	470,250.00		0			4.0000		2,276.49	1,969.93	160.00	
636) 56700783			92065	470,000.00	No	0	Rate Modification, Term A	01/01/2016	2.3750	3.5000	1,424.08	1,485.87	67.00	
637) 56701165			90603	469,000.00		0			3.6250		1,675.47	1,675.47	148.00	
638) 55702626			96797	468,750.00		0			3.5000		2,409.45	1,732.59	61.00	
639) 55700534			20895	468,000.00	No	0			4.5000		2,378.89	1,526.87	45.00	
640) 55702175			07206	468,000.00	No	0			5.2500		2,695.39	1,615.16	82.00	
641) 55702638			22042	468,000.00	No	0			4.8750		1,471.22	1,380.56	10.00	
642) 56700559			90606	468,000.00		0			4.5000		2,620.68	1,626.41	94.00	

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The loan has an adjustable interest rate. The property is single family unit (SF) located in the State of California. It is an owner-occupied type of property. This loan was refinanced for the purpose of equity takeout (EQ).

CCMFC 2007-2X A1		77.772542 / 78.015343		CUSIP BCCOYF7H5		Disc Mrgn 613.6/594.2	
As of 12 Oct		Prepay 15CPR		WAL 4.73		Collateral 72.0% WHARM3.7%	
CCMFC 2007-2X A1 Mtge		92 Export		Quick Views		Loan Level Detail	
		Loan Level		95) All Collateral		As of 09/2018	
		Count	Current Balance	Deal%	WALTV	Score	ACD
All Loans in Group		1,257	138,816,617.52	100.00%	64.0	698	713,528,087.00
							WAC
							298
							WALA
							137
Jump to Column		90 Clear Filters					
Loan ID	ARM Prd Rate Floor	ARM Margin Geo	Acct Status	Prop Type	Occupancy	Purpose	Loan Orig Date MSA
							Total Fee Lien Status
							Mths in BFR Balloon
		2.8742 CA 44.7	C 65.7	SF 87.0	Owner Occupied 84.1	EQ 52.6	Los Angeles-Long Beach-Santa Ana, CA 17.0 0.6479 1 100.0
608 55701995		3.6500 CA	B	SF	Owner Occupied	EQ	03/20/2007 San Diego-Carlsbad, CA 0.5280 1
609 57700139		2.8000 VA	P	SF	Owner Occupied	RE	02/28/2007 Washington-Arlington-Alexandria, DC-VA-M 1.1780 1
620 55703136		3.2000 CA	L	SF	Owner Occupied	PR	04/24/2007 Los Angeles-Long Beach-Santa Ana, CA 0.3750 1
621 57700607		3.6000 WA	P	SF	Vacation	RE	03/28/2007 Bellingham, WA 1.2080 1
622 56700515		3.4000 CA	P	SF	Owner Occupied	EQ	03/26/2007 Visalia-Porterville, CA 0.3750 1
623 56700503		3.0500 CA	C	SF	Owner Occupied	EQ	02/27/2007 Los Angeles-Long Beach-Santa Ana, CA 0.5280 1
624 56700651		4.0500 CA	P	SF	Vacation	RE	02/23/2007 Riverside-San Bernardino-Ontario, CA 0.3750 1
625 56701463		CA	C	CO	Owner Occupied	PR	05/01/2007 Santa Cruz-Watsonville, CA 1.5280 1
626 53608034		3.0750 DC	P	Multifamily	Owner Occupied	EQ	11/06/2006 Washington-Arlington-Alexandria, DC-VA-M 0.5280 1
627 55702610		2.9500 CA	L	SF	Owner Occupied	EQ	04/16/2007 Los Angeles-Long Beach-Santa Ana, CA 1.1680 1
628 56700210		2.7500 CA	L	SF	Owner Occupied	EQ	03/02/2007 Los Angeles-Long Beach-Santa Ana, CA 0.3750 1
629 56700616		CA	C	SF	Owner Occupied	EQ	03/26/2007 Sacramento-Roseville-Arden-Arcade, CA 1.1680 1
630 55700653		3.1000 AZ	L	SF	Vacation	RE	02/08/2007 Phoenix-Mesa-Scottsdale, AZ 0.3750 1
631 55701656		2.8000 NY	L	SF	Owner Occupied	EQ	03/21/2007 New York-Newark-Jersey City, NY-NJ-PA 0.3750 1
632 57700524		CA	C	SF	Owner Occupied	PR	03/19/2007 Los Angeles-Long Beach-Santa Ana, CA 1.1780 1
633 55700512		CA	C	SF	Owner Occupied	RE	01/31/2007 San Diego-Carlsbad, CA 1.5280 1
634 57700172		2.1000 VA	P	SF	Owner Occupied	RE	03/02/2007 Washington-Arlington-Alexandria, DC-VA-M 0.5280 1
635 57605263		3.7500 CA	P	SF	Owner Occupied	RE	01/04/2007 Los Angeles-Long Beach-Santa Ana, CA 0.3750 1
636 56700783		CA	C	SF	Owner Occupied	EQ	03/13/2007 San Diego-Carlsbad, CA 0.5280 1
637 56701165		3.3500 CA	L	SF	Owner Occupied	EQ	04/16/2007 Los Angeles-Long Beach-Santa Ana, CA 0.3750 1
638 55702626		3.3500 HI	P	CO	Vacation	EQ	05/01/2007 Honolulu, HI 0.5280 1
639 55700534		2.4000 MD	C	SF	Owner Occupied	EQ	02/26/2007 Washington-Arlington-Alexandria, DC-VA-M 0.5280 1
640 55702175		3.2000 NJ	C	Multifamily	Owner Occupied	RE	04/03/2007 New York-Newark-Jersey City, NY-NJ-PA 0.9280 1
641 55702638		2.8500 VA	C	SF	Investment Property	RE	04/26/2007 Washington-Arlington-Alexandria, DC-VA-M 0.5280 1
642 56700559		3.5000 CA	L	SF	Owner Occupied	EQ	03/07/2007 Los Angeles-Long Beach-Santa Ana, CA 0.8780 1
51 2 9777 8600 Brazil 5511 2395 9000 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852							
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DESCRIPTION OF SECURITY FROM BLOOMBERG

CCMFC 2007-2X A1		77.472542 / 78.015343	CUSIP BCC0YF7H5		Disc Mrgn 613.6/594.2	
As of 12 Oct		Prepay 15CPR	WAL 4.73		Collateral 72.0% WHARM3.7%	
CCMFC 2007-2X A1 Mtge		66) Send	Page 1/5		Security Description	
US RMBS		4.350(298)137	CUSIP BCC0YF7H5		99) Buy	90) Sell
1) Bond Summary		2) Group Summary		3) Comments		4) Structural Summary
5) Overview		6) Pro DSCO »		7) Docs DSCO »		16) Servicer
Issuer CHEVY CHASE MORTGAGE FUNDING CORP.		05/25/2048 14) ISIN		USU1672DAA10		17) Lead Mgr
Series 07-2X		Class A1 Mty		BBG000B7VP29		18) Trustee
10) Class Description		FLT, STEP, IRC		FIGI		US Bank National Association
Current		Original		Payment Details		Rating
Bal USD		106,240,139		Bal USD		425,000,000
Fct (Sep 18)		0.249976798		WAL		3.3Yrs@ 25 CPR
Cpn (Sep 18)		2.34581%		1st Coupon		5.45000%
Class/Grp Pct		76.53%		Class/Grp Pct		59.10%
Beg Accrue		09/25/2018		1st Pay		07/25/2007
End Accrue		10/24/2018		1st Settle		06/21/2007
Cum Loss		48,412,702		Dated Date		06/21/2007
11) Cr Supp		0.44%		Priced		06/19/2007
				1st Reset		07/25/2007
				Next Pay		10/25/2018
				Rcd Date		10/24/2018
				Pay Day		25th
				Frequency		Monthly
				Pay Delay		0 Days
				Day Count		ACT/360
				Calendar		US
				Call		10% Collat Call
						Additional Information
						Clearstream, DTC Book Entry, DTC
						Same Day, Euroclear, TRACE, SMMEA,
						Reg S
						Min Size
						250,000
						Increment
						1,000
						13) Cpn Details FCG »
						1 x US0001M +13BP
						Floor
						0.13% @ 0.00%
						Monthly Reset
						Next Reset
						10/25/2018
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SECURITY DESCRIPTION
Comments (Original Collateral Characteristics)

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CCMFC 2007-2X A1 Mtge	66 Send	Page 3/5	Security Description
US RMBS	4.350(298)137	CUSIP BCC0YF7H5	99 Buy 90 Sell
1 Bond Summary	2 Group Summary	3 Comments	4 Structural Summary 5 Overview

RESTRICTIONS: Regulation S eligible

THESE SECURITIES WILL NOT BE AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES ABSENT REGISTRATION OR AN APPLICABLE EXEMPTION FROM REGISTRATION REQUIREMENTS.

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SECURITY DESCRIPTION

Structural Summary

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CCMFC 2007-2X A1 Mtge		60 Send		Page 4/5		Security Description			
US RMBS		4.350(298)137		CUSIP BCC0YF7H5		95 Buy 90 Sell			
1) Bond Summary		2) Group Summary		3) Comments		4) Structural Summary		5) Overview	
Deal/Bond Profile				Credit Enhancement				Structure	
10) Tranche Type FLT, STEP, IRC				1M Excess Spread 0					
Orig Structure Type I				11) Credit Support Curr 0.44%					
Cross Collateralized No				Credit Support Orig 14.00%					
Prepay Groups 1				Thickness Curr 99.56%					
Curr Bond/Deal Bal % 76.53%				Thickness Orig 86.00%					
Calls 10% Collat Call				Wrap Provider No Wrap					
Int. Determ. Calendar(s) GB									
Next Rate Determ. Date 10/23/2018									
Rate Determ. Rule 2 bus. days									
Triggers and Tests (Sep 18) TRIG »									
Step Down Trigger				Fail					
Two Times Trigger				Fail					
51 2 9777 8600 Brazil 5511 2395 9000 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852									
3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2018 Bloomberg F									
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SECURITY DESCRIPTION

Overview

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CCMFC 2007-2X A1 Mtge		60 Send		Page 5/5		Security Description	
US RMBS		4.350(298)137		CUSIP		BCC0YF7H5	
				95 Buy		90 Sell	
1 Bond Summary		2 Group Summary		3 Comments		4 Structural Summary	
				5 Overview			
Bond Overview				Collateral Overview			
10) Tranche Type		FLT, STEP, IRC		Bal USD		138,816,618	
Bal (Sep 18)		USD 106,240,139		Pool Factor		0.1930411	
Fct (Sep 18)		0.249976798		Loans		306	
Cpn (Sep 18)		2.34581%		D60+		31.3	
Cumulative Loss		48,412,702		#Ln Mod		0	
11) Curr Support		0.44%		6 Mo PP%		62.43	
12) Orig Support		14.00%		Cum Loss \$		185,108,404	
Writedown		Actual		Cum Loss %		25.74	
P/I Pmts		LLLLLLLLLPLL / IIIIIIIIIII					
Wrap		No Wrap					
Curr Rating		S&P NR MDY Caa3					
Structural Overview				15) Historical Payments			
Prepay Groups		1		Bond		Principal	
Credit Groups		1		Interest		Loss	
Profile		I		Shortfall			
Actual Loss Bonds		ALL		09/25/201		2,430,687	
Implied Loss Bonds		None		08/27/201		784,835	
Sep 18 Trig Status		Fail		07/25/201		1,760,975	
Calls		10% Collat Call		Collat		Principal	
				Interest		Loss	
				Shortfall			
				Sep18		3,305,419	
				Aug		1,451,670	
				Jul18		2,297,162	
						397,369	
						106,846	
						43,170	
						37,966	
						79,933	
51 2 9777 8600 Brazil 5511 2395 9000 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852							
3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2018 Bloomberg F							
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STRUCTURED FINANCE NOTES SCREEN

Lists of the primary related parties. Credit Suisse International may have at least offset the risks and losses of investor certificate holder ownership through the use of credit default swaps.

CCMFC 2007-2X A1	77.472542 /78.015343	CUSIP BCC0YF7H5	Disc Mrgn 613.6/594.2
As of 12 Oct	Prepay 15CPR	WAL 4.73	Collateral 72.0% WHARM3.7%
95) Documents		Structured Finance Notes	
CCMFC 2007-2X CHEVY CHASE MORTGAGE FUNDING CORP.			
Underwriter			
Lead Manager		Barclays Capital	
Lead Manager		Credit Suisse NA	
Original Servicers		Trustee	
Master	Chevy Chase Bank, F.S.B.	US Bank National Association	
		Paying Agent	
Originator/Seller		Deal%	
		Asset Manager	
		Swap Counterparty	
		Credit Suisse International	
Insurer		Deal%	
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RATINGS HISTORY

CCMFC 2007-2X A1		77.472542 / 78.015343	CUSIP BCC0YF7H5		Disc Mrgn 613.6/594.2
As of 12 Oct	Prepay 15CPR	WAL 4.73	Collateral 72.0%	WHARM3.7%	BVAL
CCMFC 2007-2X A1 Mtge		Setup Alert	Settings ▾	Ratings History	
CUSIP	BCC0YF7H5	Coupon 2.346	Issue Date	06/21/2007	
CMO	FLT,STEP,IRC		Maturity Date	05/25/2048	
Agency		Rating Type	Rating	Effective Date	
Standard & Poor's		Long Term	NR	01/30/2013	
Standard & Poor's		Long Term	D (sf)	01/19/2011	
Moody's		Long Term	Caa3 (sf)	12/09/2010	
Moody's		Underlying LT	Caa3 (sf)	12/09/2010	
Moody's		Long Term	Caa3*- (sf)	04/16/2010	
Moody's		Underlying LT	Caa3*- (sf)	03/30/2010	
Standard & Poor's		Long Term	CC (sf)	03/02/2010	
Standard & Poor's		Long Term	CCC	08/13/2009	
Moody's		Long Term	Caa2	07/29/2009	
Moody's		Long Term	Ba3	04/13/2009	
Standard & Poor's		Long Term	AAA*-	03/09/2009	
Moody's		Long Term	Baa1*-	03/03/2009	
Moody's		Underlying LT	Caa3	02/19/2009	
Moody's		Long Term	Baa1	11/16/2008	
Moody's		Long Term	Aa3*-	09/18/2008	
Moody's		Long Term	Aa3	09/05/2008	
Moody's		Long Term	Aaa*-	07/14/2008	
Standard & Poor's		Long Term	AAA	06/28/2007	
Upgrade Downgrade Affirmation Initial Recent Rating Action					
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LOAN LEVEL DETAIL: MODIFICATION

No loan modification and recapitalization were granted to the subject loan. However, some in the trust were also Rate Modification and Term Adjustment.

CCMFC 2007-2X A1		77.472542 / 78.015343		CUSIP BCCOYF7H5		Disc Mrgn 613.6/594.2								
As of 12 Oct		Prepay 15CPR		WAL 4.73		Collateral 72.0% WHARM3.7%		BVAL						
CCMFC 2007-2X A1 Mtge		92 Export			Quick Views		Loan Level Detail							
		Loan Level		95 All Collateral		As of 09/2018								
All Loans in Group		Count	Current Balance	Deal%	WALTV	Score	ACD	WAC	WAM	WALA				
		1,257	138,816,617.52	100.00%	64.0	698	713,528,087.00	4.35	298	137				
Jump to Column		90 Clear Filters												
Loan ID	ARM Init Floor	ARM Init Cap	Zip	Original Balance	Is Advancing	Groups	Mod Type	Mod Date	Gross Cpn	Premod Coupon	Payment Due	Original Payment	IO Term	HALTV
			11976 2.6	713,528,087.00	No 86.2				4.3500		2,897,933.69	2,319,313.79		60.10
608 55701995		92036		483,750.00	Yes	0			5.7500		2,519.29	1,464.92		63.00
609 57700159		22032		482,000.00		0			3.0000		1,839.40	1,711.62		89.00
610 55703136		90810		481,650.00		0			3.5000		1,862.42	1,732.49		153.00
611 57700607		98230		481,000.00		0			3.7500		2,171.98	1,482.03		94.00
612 56700515		93274		480,000.00		0			3.6250		1,366.60	1,271.26		166.00
613 56700503		92627		480,000.00	No	0			5.1250		2,365.04	1,271.26		61.00
614 56700651		92563		478,000.00		0			4.2500		2,350.62	1,447.51		133.00
615 56701463		95003		477,000.00	No	0	Term Adjustment, Fixed->	07/01/2014	2.0000		1,372.74	1,431.96		66.00
616 53608034		20001		476,600.00		0	Term Adjustment	07/01/2014	3.1250		1,759.10	1,702.62		65.00
617 55702610		91748		476,000.00		0			4.1250		2,061.81	1,454.00		71.00
618 56700210		91765		475,400.00		0			3.1250		1,926.79	1,551.01		104.00
619 56700616		95624		475,000.00	No	0	Rate Modification, Recapit	08/01/2011	2.0000	4.2500	1,681.11	1,646.14		79.00
620 55700653		85086		475,000.00		0			3.3750		1,619.27	1,401.21		163.00
621 55701656		11565		475,000.00		0			3.0000		2,183.60	1,639.32		82.00
622 57700524		91605		475,000.00	No	0	Rate Modification, Term A	04/01/2017	3.1250	4.0000	1,588.73	1,815.67		78.00
623 55700512		92083		475,000.00	No	0	Term Adjustment, Fixed->	07/01/2014	2.0000		1,598.88	2,067.23		54.00
624 57700172		22025		472,000.00		0			2.2500		1,949.67	1,518.14		81.00
625 57605263		91744		470,250.00		0			4.0000		2,276.49	1,969.93		160.00
626 56700783		92065		470,000.00	No	0	Rate Modification, Term A	01/01/2016	2.3750	3.5000	1,424.08	1,485.87		67.00
627 56701165		90603		469,000.00		0			3.6250		1,675.47	1,675.47		148.00
628 55702626		96797		468,750.00		0			3.5000		2,409.45	1,732.59		61.00
629 55700534		20895		468,000.00	No	0			4.5000		2,378.89	1,526.87		45.00
630 55702175		07206		468,000.00	No	0			5.2500		2,695.39	1,615.16		82.00
631 55702638		22042		468,000.00	No	0			4.8750		1,471.22	1,380.56		10.00
632 56700559		90606		468,000.00		0			4.5000		2,620.68	1,626.41		94.00
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VIEW ALL LOAN CLASSES SCREEN

The loan was found in **eight (8)** classes as the loan is located in the All Collateral Group. **Two (2)** classes are **UNPAID** and the remaining **six (6)** classes are completely **PAID**. CUSIP numbers of each investment class are shown below.

CHRRDEPC	15.50	As Of 06/24/18						
China Required Deposit Reserve Ratio for Major Banks (Announcements)								
CCMFC 2007-2X Mtge	Export	Settings ▾						
CCMFC 2007-2X CHEVY CHASE MORTGAGE FUNDING CORP.		View All Classes						
Template	Agency	8 Classes						
SSA	CF Class	Orig(000)	Cpn	OWAL	Factor	Cusip	Tranche Description	Group
1)	Y A1	425,000	2.346	3.30	0.2500	BCC0YF7H5	FLT, STEP, IRC	All Collateral
2)	Y A2	193,429	2.396	3.30	0.1653	BCC0YF7I3	FLT, STEP, IRC	All Collateral
3)	B1	39,551	0.583	6.20	0.0000	BCC0YF7J1	SUB, FLT, IRC	All Collateral
4)	B2	17,976	1.143	6.20	0.0000	BCC0YF7K8	SUB, FLT, IRC	All Collateral
5)	B3	12,585	2.496	6.20	0.0000	BCC0YF7L6	SUB, FLT, IRC	All Collateral
6)	B4	12,585	1.128	6.20	0.0000	BCC0YF7M4	SUB, CSTR	All Collateral
7)	B5	8,269	1.149	6.20	0.0000	BCC0YF7N2	SUB, CSTR	All Collateral
8)	B6	9,709	1.200	6.20	0.0000	BCC0YF7P7	SUB, CSTR	All Collateral

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LOAN COLLATERAL PERFORMANCE

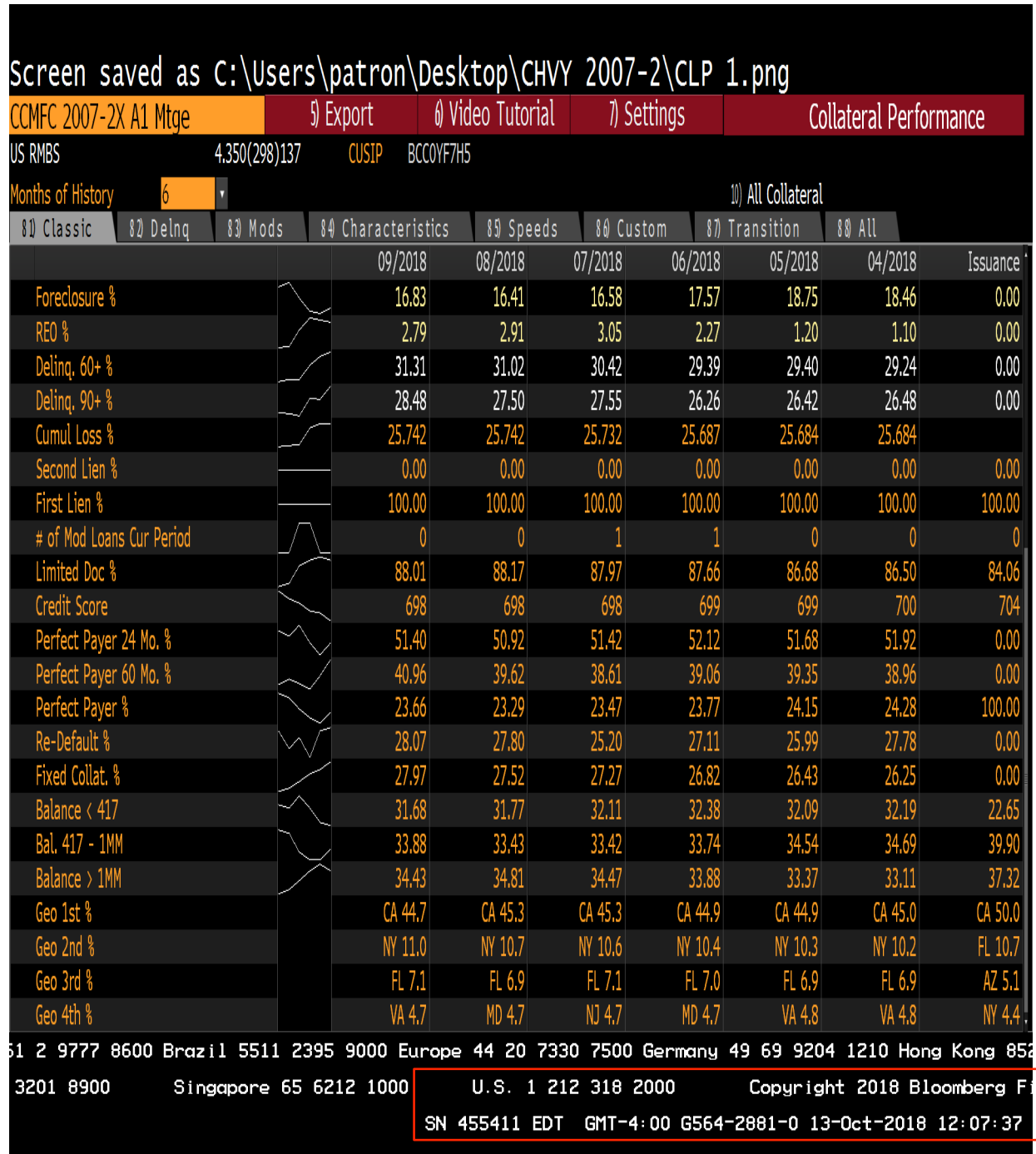
Only two (2) loan modifications per month within the last six months in spite of a 2-5% 90 day+ default rate.

CCMFC 2007-2X A1		77.472542 / 78.015343		CUSIP BCCOYF7H5		Disc Mrgn 613.6/594.2							
As of 12 Oct		Prepay 15CPR		WAL 4.73		Collateral 72.0% WHARM3.7%		BVAL					
CCMFC 2007-2X A1 Mtge		5) Export		6) Video Tutorial		7) Settings		Collateral Performance					
US RMBS		4.350(298)137		CUSIP BCCOYF7H5									
Months of History		6		10) All Collateral									
81) Classic		82) Delnq		83) Mods		84) Characteristics		85) Speeds	86) Custom	87) Transition		88) All	
						09/2018		08/2018	07/2018	06/2018	05/2018	04/2018	Issuance
Balance (M)						138,817		142,229	143,751	146,367	148,755	149,986	719,104
Pool Factor						0.193		0.198	0.200	0.204	0.207	0.209	1.000
# of Loans						306		314	319	330	335	338	1,257
WAC						4.350		4.381	4.301	4.244	4.230	4.062	8.356
Net WAC						3.702		3.734	3.651	3.594	3.576	3.407	7.667
WAM						298		298	298	298	299	300	400
WALA						137		136	135	134	133	132	2
WALTV (Amort) %						64.03		63.92	64.03	64.04	64.23	64.29	75.33
HPI LTV (Amort) %						60.10		60.58	61.59	61.60	61.73	62.38	76.03
LTV > 80%						6.65		6.96	7.06	7.20	7.92	7.86	26.26
Delinq 30 days %						3.02		2.13	3.50	2.94	2.23	3.75	0.00
Delinq 60 days %						2.83		3.52	2.87	3.13	2.98	2.76	0.00
Delinq 90 days %						4.57		4.65	4.77	3.31	2.76	3.24	0.00
Bankruptcy %						4.29		3.53	3.16	3.10	3.71	3.68	0.00
Foreclosure %						16.83		16.41	16.58	17.57	18.75	18.46	0.00
REO %						2.79		2.91	3.05	2.27	1.20	1.10	0.00
Delinq. 60+ %						31.31		31.02	30.42	29.39	29.40	29.24	0.00
Delinq. 90+ %						28.48		27.50	27.55	26.26	26.42	26.48	0.00
Cumul Loss %						25.742		25.742	25.732	25.687	25.684	25.684	
Second Lien %						0.00		0.00	0.00	0.00	0.00	0.00	0.00
First Lien %						100.00		100.00	100.00	100.00	100.00	100.00	100.00
# of Mod Loans Cur Period						0		0	1	1	0	0	0
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LOAN COLLATERAL PERFORMANCE





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PAYDOWN INFORMATION

Approximately 25.74%, or \$185.1 million, of All Collateral Group that partially funded loan has gone bad. This is an indication that this particular investment group should not have been formed.

CCMFC 2007-2X A1		77.472542 / 78.015343		CUSIP BCCOYF7H5		Disc Mrgn 613.6/594.2	
As of 12 Oct		Prepay 15CPR		WAL 4.73		Collateral 72.0% WHARM3.7%	
CCMFC 2007-2X A1 Mtge		Export		Paydown Information			
US RMBS		4.350(298)137		CUSIP BCCOYF7H5		BVAL	
				5) All Collateral			
Summary		Paydown		Collateral		Performance	
Curr Collat		138,816,617.52		Net Cpn 3.7021		WALA 137	
Orig Collat		719,104,089.77		WAC 4.3500		WAM 298	
Pool Factor		0.193041062		# of Loans 306		Cum Loss 185,108,404	
						Cum Loss % 25.74	



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BLOOMBERG DOCUMENT VIEWER INVOLVING LEENA HANNONEN

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Search Terms: CHEVY AND CHASE AND 2007-2

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United States Bankruptcy Appellate Panel of the Ninth Circuit
Docket for Case #: 18-1270

Leena Hannonen v. U.S. Bank National Association, et al

[Parties and Attorneys](#)
[Docket Entries](#)

Date Filed: Oct 3, 2018
Status: Open
Nature of suit: DO NOT USE
Original Cases: 18-04034-LT7 on Jul 3, 2018, California Southern - San Diego
District: 0974
NOA Date: Sep 28, 2018

Parties and Attorneys

Debtor
In re: LEENA MARJUKKA HANNONEN, AKA Leena Hall

Appellant
LEENA MARJUKKA HANNONEN, AKA Leena Hall

Attorneys and Firms
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3252 Pine Hills Road
Julian, CA 92036
[NTC Pro Se]

Appellee
U.S. BANK NATIONAL ASSOCIATION, as Trustee relating to **Chery Chase** Funding LLC Mortgage Backed Certificates Series **2007-2**

Attorneys and Firms
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Personal: 858-750-7648
[NTC Retained]

Appellee
LESLIE T. GLADSTONE, Trustee

Attorneys and Firms
Leslie T. Gladstone

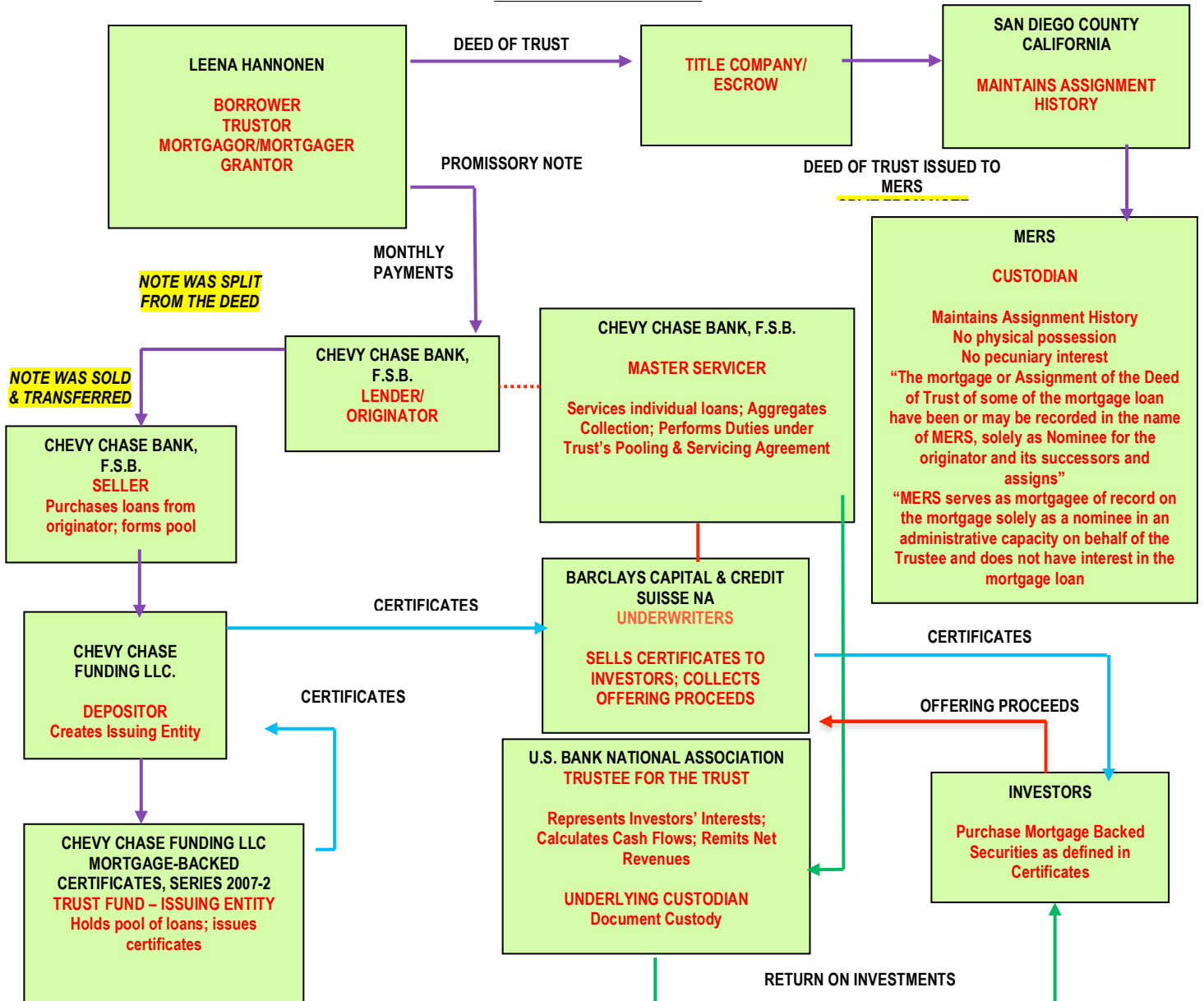
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CONCLUSION

CHAIN OF TITLE



ARROW LEGEND

PURPLE – DEED OF TRUST DOCUMENTS
BLUE – SECURITIES CERTIFICATES
RED – INVESTOR FUNDS



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GREEN – BORROWER FUNDS

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS (MERS) ANALYSIS

- The Deed of Trust has MIN number 100015305570199574 and is registered at the MERS SERVICER ID website <https://www.mers-servicerid.org/sis//search> showing Specialized Loan Servicing, LLC as Servicer and the information necessary to identify the stated Investor is not available at the time of this report..
- Although MERS records an assignment in the real property records, the promissory note which creates the legal obligation to repay the debt has not been transferred nor negotiated by MERS.
- MERS is never entitled to receive a borrower's monthly payments, nor is MERS ever entitled to receive the proceeds of a foreclosure or MORTGAGE sale.
- MERS is never the owner of the promissory note for which it seeks foreclosure.
- MERS has no legal or beneficial interest in the loan instrument underlying the security instrument for which it serves as "nominee".
- MERS has no legal or beneficial interest in the mortgage indebtedness underlying the security instrument for which it serves as "nominee".
- MERS has no interest at all in the promissory note evidencing the mortgage indebtedness.
- MERS is not a party to the alleged mortgage indebtedness underlying the security instrument for which it serves as "nominee".
- MERS has no financial or other interest in whether or not a mortgage loan is repaid.



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The loan is registered within the MERS database showing Specialized Loan Servicing, LLC and the information necessary to identify the stated Investor is not available at the time of this report.



The Mortgage Industry's Utility

1 record matched your search:

Need help?

MIN: 1000153-0557019957-4

Note Date: 03/15/2007

MIN Status: Inactive

Servicer: [Specialized Loan Servicing, LLC](#)

Phone: (720) 241-7200

Highlands Ranch, CO

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.



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§ For traditional lending prior to Securitization, the original Deed recording was usually the only recorded document in the Chain of Title. That is because banks kept the loans, and did not sell the loan, hence, only the original recording being present in the banks name.

The advent of Securitization, especially through “Private Investors” and not Fannie Mae or Freddie Mac, involved an entirely new process in mortgage lending. With Securitization, the Notes and Deeds were sold once, twice, three times or more. Using the traditional model would involve recording new Assignments of the Deed and Note as each transfer of the Note or Mortgage occurred. Obviously, this required time and money for each recording.

(The selling or transferring of the Note is not to be confused with the selling of Servicing Rights, which is simply the right to collect payment on the Note, and keep a small portion of the payment for Servicing Fees. Usually, when a homeowner states that their loan was sold, they are referring to Servicing Rights.)

§ Securitizing a Loan

Securitizing a loan is the process of selling a loan to Wall Street and private investors. it is a method with many issues to be considered. The methodology of securitizing a loan generally followed these steps:

- A Wall Street firm would approach other entities about issuing a “Series of Bonds” for sale to investors and would come to an agreement. In other words, the Wall Street firm “pre-sold” the bonds.
- The Wall Street firm would approach a lender and usually offer them a warehouse Line of Credit. The Warehouse Credit Line would be used to fund the loan. The Warehouse Line would be covered by restrictions resulting from the initial Pooling & Servicing Agreement Guidelines and Mortgage Loan Purchase Agreement. These documents outlined the procedures for the creation of the loans and the administering of the loans prior to, and after, the sale of the loans to Wall Street.
- The Lender, with the guidelines, essentially went out and found “buyers” for the loans, people who fit the general characteristics of the Purchase Agreement. (Guidelines were very general and most people could qualify.” The Lender would execute the loan and fund it, collecting payments until there were enough loans funded to sell to the Wall Street firm who could then issue the bonds.
- Once the necessary loans were funded, the lender would then sell the loans to the “Sponsor”, usually either a subsidiary of the Wall Street firm, of a specially created



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Corporation of the lender. At this point, the loans are separated into “tranches” of loans, where they will be eventually turned into bonds.

- Next, the loans were “sold” to the “Depositor.” This was a “Special Purpose Vehicle” designed with one purpose in mind. That was to create a “bankruptcy remote vehicle” where the lender or other entities are protected from what might happen to the loans, and/or the loans are “protected” from the lender. The “Depositor” would be, once again, created by the Wall Street firm or the lender.
- Then the “Depositor” would place the loans into the Issuing Entity, which is another entity created solely for the purpose of selling the bonds.
- Finally, the bonds would be sold, with a Trustee appointed to ensure that the bondholders received their monthly payments.

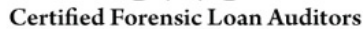
§ CHEVY CHASE BANK, F.S.B. was a “correspondent lender” that originated mortgage loans. These loans, in turn, were sold and transferred into a “federally-approved securitization” trust named the CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2.

§ The Note and Deed have taken two distinctly different paths. The Note was securitized into the CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2.

§ The written agreement that created the CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2 is a “Pooling and Servicing Agreement” (PSA), and is a matter of public record, available on the website of the Securities Exchange Commission. The Trust is also described in a “Prospectus Supplement,” also available on the SEC website. The Trust by its terms set a “CLOSING DATE” On or about June 21, 2007. The promissory note in this case became trust property in compliance with the requirement set forth in the PSA. The Trust agreement is filed under oath with the Securities and Exchange Commission. The acquisition of the assets of the subject Trust and the PSA are governed under the law.

§ **In view of the foregoing, the Assignment of Deed of Trust executed after the Trust’s Closing Date would be a void act for the reason that it violated the express terms of the Trust instrument.**

§ The loan was originally made to CHEVY CHASE BANK, F.S.B. and was sold and transferred to CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2. There is no record of Assignments to either the Sponsor or Depositor as required by the Pooling and Servicing Agreement.



STATE OF TEXAS)
) sv.: AFFIDAVIT
COUNTY OF GALVESTON)

RE: LEENA HANNONEN

1. I have utilized the Bloomberg Professional Service for more than 10 years, and I was Certified in (2012) by Bloomberg, LP through Ambassador Program (40 hours) CFLA (AMS) I have completed the required training and engaged in continuing education with Bloomberg – both online and at Bloomberg live training events, to stay abreast with Bloomberg’s latest progress and developments. I have the requisite knowledge and the trained ability to navigate and perform effective searches on the Bloomberg terminal.
2. I am an Expert Analyst on Residential Mortgage Backed Securities Data and my qualifications, expertise and experience provide me with the background necessary to certify the audit services and to be qualified as an expert in this field. I have led instruction and completed more than 1,000 hours of live instruction for students on the topic of residential mortgage backed securities and Mortgage Securitization Auditing. I have supervised the production of more than ten thousand (10,000) Securitized Analysis Reports in residential real estate mortgage investigation in 50 states, the District of Columbia, Puerto Rico, the United Kingdom, Ireland, South Africa, and Australia. I have supervised expert witness testimony of my staff members including Michael Carrigan as an Expert Witness in Court on more than 20 occasions, and have trained auditors in California, Florida, Nevada, New York, New Jersey, Texas and Virginia and via the Internet in webinar format. I have a Bachelor’s of Business Administration Degree with concentration in Finance from the University of Houston; and I have a Juris Doctor Degree from West Coast College of Law (2006). I am currently not a member of the State Bar of Texas.
3. I have the trained skills and qualifications to navigate and perform searches on the Bloomberg terminal in regards to the automated tracking and determination of mortgage and loan related documents and information.
4. The contents of this report are factual, but it is provided for information purposes only and



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is not to be construed as “legal advice.”¹

¹The client has been strongly advised to seek legal consultation from a competent legal professional in connection with the contents of this report and how to properly use it.

5. On November 13, 2019, I researched the Bloomberg online Database at the request of LEENA HANNONEN whose property address is 3252 Pine Hills Road, Julian, CA 92036.
6. Based on the information I was provided, LEENA HANNONEN signed a Promissory Note in favor of Chevy Chase Bank, F.S.B. on March 15, 2007.
7. Loan was identified in the CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2 with the Master Servicer being Chevy Chase Bank, F.S.B.; the Sponsor / Seller being Chevy Chase Bank, F.S.B. and the Depositor being Chevy Chase Funding LLC.
8. The basis of the identification of Loan in CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2 was made from the following factors/information that exactly correspond with LEENA HANNONEN’S loan documents provided: Loan Number: 55701995; Original Amount: \$483,750.00; Origination Date: March 15, 2007; Location of Property: California; Property Type: Single Family Residence; Occupancy: Owner Occupied; Zip Code: zip1; Type Loan: 30 Year Adjustable Rate Mortgage using the 6 month LIBOR Index, an adjustable rate of 5.7500%.
9. LEENA HANNONEN’s Note was split-apart or fractionalized, as separate accounting entries and deposited separately into Classes. Each Class is insured up to 30 times the face value of each Note therein, which is permissible under the Federal Reserve System.
10. Pursuant to my extensive research, I have found the Loan in eight (8) Classes of the CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2. These classes represent the sections that the CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2 is divided into. Individuals invest in these Classes based on their desired maturities, yield, credit rating and other factors. The CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2 pays interest, usually monthly, to investors and principal payments are paid out in the order of the maturity and as specified in trust agreements.
11. Below are the classes the CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2 has been divided into and their CUSIP number which is a nine (9) character alphanumeric code identifying any North American security for the purpose of facilitating clearing and settlement of trades.



Certified Forensic Loan Auditors

CHRRDEPC 15.50 As Of 06/24/18
 China Required Deposit Reserve Ratio for Major Banks (Announcements)

CCMFC 2007-2X Mtge Export Settings View All Classes
 CCMFC 2007-2X CHEVY CHASE MORTGAGE FUNDING CORP. 8 Classes

Template Agency

SSA	CF Class	Orig(000)	Cpn	OWAL	Factor	Cusip	Tranche Description	Group
1)	Y A1	425,000	2.346	3.30	0.2500	BCC0YF7H5	FLT, STEP, IRC	All Collateral
2)	Y A2	193,429	2.396	3.30	0.1653	BCC0YF7I3	FLT, STEP, IRC	All Collateral
3)	B1	39,551	0.583	6.20	0.0000	BCC0YF7J1	SUB, FLT, IRC	All Collateral
4)	B2	17,976	1.143	6.20	0.0000	BCC0YF7K8	SUB, FLT, IRC	All Collateral
5)	B3	12,585	2.496	6.20	0.0000	BCC0YF7L6	SUB, FLT, IRC	All Collateral
6)	B4	12,585	1.128	6.20	0.0000	BCC0YF7M4	SUB, CSTR	All Collateral
7)	B5	8,269	1.149	6.20	0.0000	BCC0YF7N2	SUB, CSTR	All Collateral
8)	B6	9,709	1.200	6.20	0.0000	BCC0YF7P7	SUB, CSTR	All Collateral

51 2 9777 8600 Brazil 5511 2395 9000 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852
 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2018 Bloomberg F
 SN 455411 EDT GMT-4:00 G564-2881-0 13-Oct-2018 12:05:13

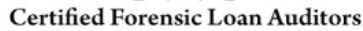
12. There is a total of eight (15) classes in the CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES, SERIES 2007-2.

13. The loan is in eight (8) classes. Six (6) classes out of the eight (8) have been paid (Pd.). The loan is in the all collateral group.

By:

ANDREW LEHMAN

Certified Mortgage Securitization Auditor / Bloomberg Specialist





Certified Forensic Loan Auditors

Exhibit I

TRANSACTION HISTORY – (NOT AVAILABLE)

Title information data source: First American Title www.datatree.com

1. Leena Hannonen refinanced the property on March 15, 2007 in the amount of \$483,750.00 for an 75% loan to value ratio. This primary active loan which was recorded on March 21, 2007 is the subject of this report.
2. **Invalid foreclosure action.** Assignment made approximately 10 years after economic transfer into identified trust without supporting detail by likely Assignee agent posing as a representative of Assignor without disclosure of working in interests of Assignee. Examiner recommends immediate rescission of document for rightful foreclosure to proceed; and production and review of all purchase documents and then notarized note endorsements among all relevant parties.
3. **Foreclosure action dependent upon invalid Assignment of Deed of Trust.**

This Instrument Prepared By:
VISIONET SYSTEMS INC.
After Recording Return To:
VISIONET SYSTEMS INC.
183 INDUSTRY DRIVE
PITTSBURGH, PA 15275
Voice: 1-(412) 927-0226
Recording Requested By: Simplifile

DOC# 2017-0104809



Mar 07, 2017 09:04 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$27.00

PAGES: 4

Tax Parcel ID: 291-121-23



Assignment of Deed Of Trust

ORDER #: 186452
MIN #:100015305570199574 MERS PHONE #: 1-888-679-6377

For value received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for CHEVY CHASE BANK, F.S.B., its successors and assigns, hereby grants, assigns, and transfers to: **U.S. Bank National Association, as Trustee relating to Chevy Chase Funding LLC Mortgage Backed Certificates Series 2007-2** all of its right, title and interest under that certain Deed of Trust dated March 15, 2007 executed by:

Borrower: LEENA HANNONEN, AN UNMARRIED WOMAN

To MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for CHEVY CHASE BANK, F.S.B., its successors and assigns whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834, in the amount of: \$483,750.00, recorded 03/21/2007 as Instrument No.: 2007-0191681 of the Official Records of San Diego County, California

Property Address: 3252 PINE HILLS ROAD, JULIAN, CALIFORNIA 92036

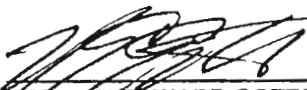
Legal Description: SEE EXHIBIT "A"

Effective date: 03/06/17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

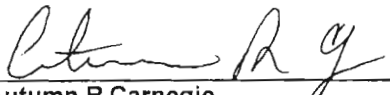
**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.**

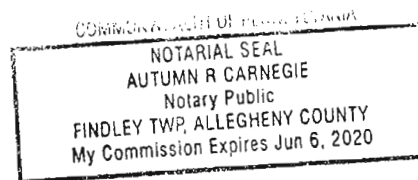
By:


NORMAN EDWARD GOTTSCHALK
VICE PRESIDENT

State of **PENNSYLVANIA**
County of **ALLEGHENY**

On 03/06/17 before me, Autumn R Carnegie the undersigned, a Notary Public in and for the county of **ALLEGHENY** in the State of Pennsylvania, personally appeared Norman Edward Gottschalk, Vice President personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that for his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.


Autumn R Carnegie
My Commission Expires: **06/06/2020**



Beth Chrisman, CQDE
Certified Questioned Document Examiner

California Office: 444 W. Ocean Blvd., Suite 800, Long Beach, CA 90802
Nevada Office: 11500 S. Eastern Ave., Suite 150, Henderson, NV 89052
Phone: 310-910-3993
Beth@HandwritingExpertBethChrisman.com

Document Examination Report

Friday, July 1, 2022

This report contains a statement of the assignment of the client, descriptions of the documents, a synopsis of the examination conducted, and this document examiner's opinion.

Assignment

I was asked to determine if Autumn R. Carnegie signed as the notary on a questioned Assignment of Deed of Trust.

Description of the Questioned Documents

I examined the following questioned documents regarding the signature of Autumn R. Carnegie:

Q1 A five-page copy of a certified Assignment of Deed of Trust dated March 6, 2017.

Description of the Known/Comparison Documents

I examined the following known/comparison documents regarding the signature of Autumn R. Carnegie:

- K1** A Commonwealth of Pennsylvania Department of State Notary Commission for Autumn R. Carnegie.
- K2** An Affidavit and Acknowledgment of Corporate Surety State of California on the left side of the document and on the right side of document an Oath of Office Commonwealth of Pennsylvania dated July 18, 2016.
- K3** A Notary Public Bond and Oath of Autumn R. Carnegie dated July 5, 2016.
- K4** A Form 212, Notary Register with an expiration date of June 6, 2020.

Examinations & Observations

As a result of the examination and analysis, my observations are as follows:

1. None of the documents are distorted. The documents provided are of good quality and sufficient quantity to proceed with an examination.

Questioned Signature of Autumn R. Carnegie

1 of 7

2. Numerous known specimen signatures were provided as a meaningful comparison signature group revealing the writing variations of Autumn R. Carnegie. The known signatures are all from official documents regarding notary oaths and or bonds.
3. The questioned signature was compared to the known specimen signatures in a side-by-side examination using unaided eye as well as computerized enlargements.
4. On the basis of my examination there are dissimilarities observed in letter formations as well habits in writing out the last name.
 - a. The formation and spacing between the beginning stroke of the 'A' and the stem of the 'A' in the questioned signature is dissimilar. In the known signatures the 'A' is legible, the arc is smoother and rounder, and the stem is taller almost meeting the beginning stroke.
 - b. There is no 'u' formation between the 'A' and 't' in Autumn in the questioned signature.
 - c. The 't' in the questioned signature has a large loop while the known signatures do not. The 't' in the questioned signature is crossed much lower than the comparison signatures.
 - d. The middle initial 'R' in the question signature is formed with one stroke and no pen lift between the stem and the arc formation which is exhibited in the known signatures.
 - e. The last name of the question signature appears to consist of only two letter formations which is dissimilar in comparison to the known signatures.
5. The differences observed in the questioned signature fall outside the normal and genuine known characteristics in the signatures of Autumn R. Carnegie.

See Appendix B for a signature compendium and comparison.

Basis of Opinion

The basis for handwriting identification is that writing habits are not instinctive or hereditary but are complex processes that are developed gradually through habit and that handwriting is unique to each individual. Further, the basic axiom is that no one person writes exactly the same way twice and no two people write exactly the same. Thus, writing habits or individual characteristics distinguish one person's handwriting from another.

According to Albert Osborn in his book, *Questioned Documents*, "It needs to be emphasized that two writings are identified as being by the same writer by an absence of fundamental divergences as well as by a combination of a sufficient number of similarities. The process is always a double operation, positive and negative, and if error is to be avoided neither part of the process should be overlooked. In order to reach the conclusions of identity of two sets of writings there must not be present significant and unexplained divergences. These divergences must, however, be something more than mere trivial variations that can be found in almost any handwriting."

A process of analysis, comparison and evaluation is conducted. This process is known as the ACE Method. The guidelines followed are published by SWGDOC, the Scientific Working Group for Document Examination.

Based on the conclusions of the expert, an opinion will be expressed. See opinion levels for expressing conclusions that are based on SWGDOC guidelines in Appendix C.

Opinion

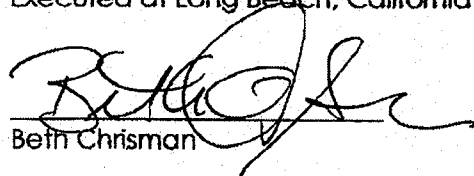
Based on a thorough analysis of the documents submitted to me, my professional expert opinion is that the Autumn R. Carnegie of the known signatures did not sign the questioned Assignment of Deed of Trust, Q1. Thus, is eliminated as the author. This is the highest level of opinion rendered by a document examiner.

Declarations and Signature

Attached as Appendix A is a current copy of my CV as evidence of my special knowledge, skill, experience, training and education.

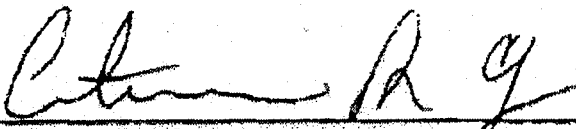
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Long Beach, California this 1st day of July 2022.


Beth Chrisman

QUESTIONED SIGNATURE

Q1


Autumn R Carnegie
My Commission Expires: 06/06/2020

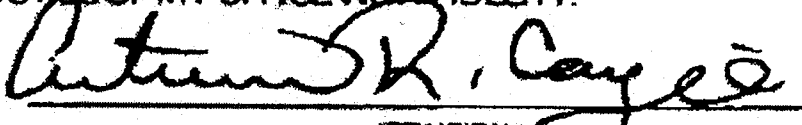
KNOWN/COMPARISON SIGNATURE

K1

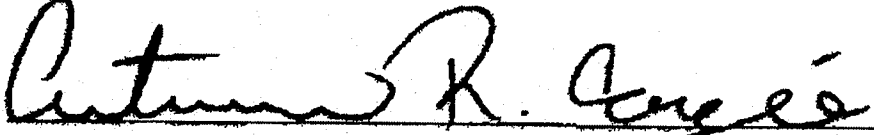

NOTARY SIGNATURE

K2

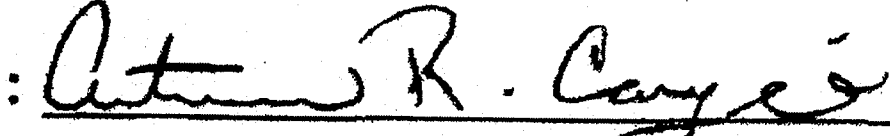
COMMONWEALTH AND THAT I WILL DISCHARGE THE
DUTIES OF MY OFFICE WITH FIDELITY.


(PRINCIPAL)

K3


PRINCIPAL

K4


PRINCIPAL

OPINION LEVELS FOR EXPRESSING CONCLUSIONS

Since the observations made by the examiner relate to the product of the human behavior there are a large number of variables that could contribute to limiting the examiner's ability to express an opinion confidently. These factors include the amount, degree of variability, complexity and contemporaneity of the questioned and/or specimen writings. To allow for these limitations a scale is used which has four levels on either side of an inconclusive result. These levels are:

- **Identification / Elimination**

May be expressed as 'The writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the examiner denotes no doubt in their opinion; this is the highest degree of confidence expressed by a document examiner.

- **Strong Probability**

May be expressed as 'There is a strong probability the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence is very persuasive, yet some critical feature or quality is missing; however, the examiner is virtually certain in their opinion.

- **Probable**

May be expressed as 'It is probable the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence points strongly toward / against the known writer; however, the evidence falls short of the virtually certain degree of confidence.

- **Evidence to Suggest**

May be expressed as 'there is evidence to suggest the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when there is an identifiable limitation on the comparison process. The evidence may have few features which are of significance for handwriting comparisons purposes, but those features are in agreement with another body of writing.

- **Inconclusive**

May be expressed as 'no conclusion could be reached as to whether the writer of the known documents wrote / did not write the questioned writing.' This is the zero point of the confidence scale. It is used when there are significantly limiting factors, such as disguise in the questioned and/or known writing or a lack of comparable writing and the examiner does not have even a leaning one way or another.

FORM 212

NOTARY REGISTER

SIGNATURE: Autumn R. Carnegie

NAME PRINTED: Autumn R. Carnegie

ADDRESS: 183 Industry Drive

CITY: Pittsburgh STATE: PA

ZIP CODE: 15275 PHONE: 412-907-0726 ext. 112

DATE OF EXPIRATION: 06-06-2020

Signature on my document

A handwritten signature in black ink, appearing to read "Autumn R Carnegie", written over a horizontal line.

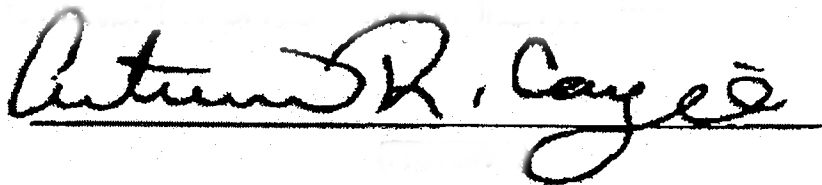
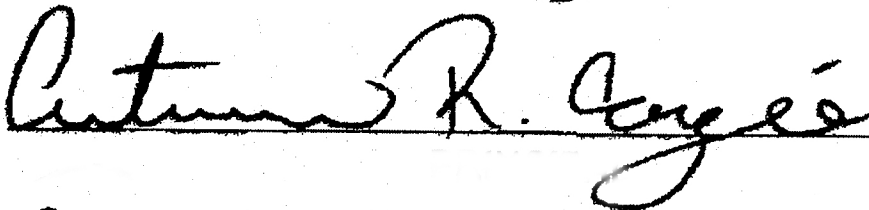
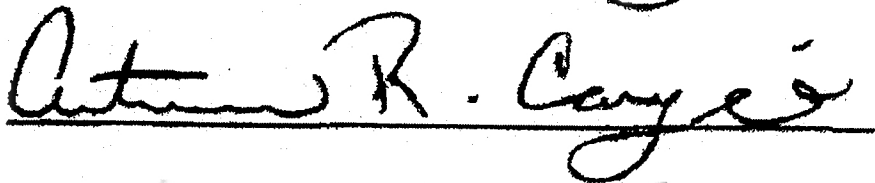
Autumn R Carnegie

My Commission Expires: 06/06/2020

Autumn R Carnegie's real signature

A handwritten signature in black ink, appearing to read "Autumn R Carnegie", written over a horizontal line. Below the line, the words "NOTARY SIGNATURE" are printed in a bold, sans-serif font.

NOTARY SIGNATURE

A handwritten signature in black ink, appearing to read "Autumn R. Carnegie", written over a horizontal line.A handwritten signature in black ink, appearing to read "Autumn R. Carnegie", written over a horizontal line.A handwritten signature in black ink, appearing to read "Autumn R. Carnegie", written over a horizontal line.

DOC# 2017-0439136



APN: 291-121-23-00
Recording Requested By
LSI Title Agency - FIS Default Solutions
Fidelity National Title

Sep 25, 2017 04:33 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$18.00

PAGES: 1

When recorded, mail to:
Zieve, Brodnax & Steele, LLP
30 Corporate Park, Suite 450
Irvine, CA 92606

TS No.: 17-48720

SUBSTITUTION OF TRUSTEE

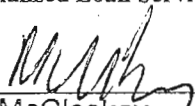
WHEREAS, LEENA HANNONEN, AN UNMARRIED WOMAN was the original Trustor, and CHEVY CHASE BANK, F.S.B. was the original Trustee, and Mortgage Electronic Registration Systems, Inc., as nominee for CHEVY CHASE BANK, F.S.B., its successors and assigns was the original Beneficiary under that certain Deed of Trust dated 3/15/2007 and recorded on 3/21/2007, under Instrument No. 2007-0191681 Official Records of San Diego County, California; and WHEREAS, U.S. Bank National Association, as Trustee relating to Chevy Chase Funding LLC Mortgage Backed Certificates Series 2007-2, the undersigned is the present Beneficiary under said Deed of Trust, and WHEREAS the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and instead of said original Trustee or previously substituted Trustee;

NOW, THEREFORE, the undersigned hereby substitutes Zieve, Brodnax & Steele, LLP, whose address is 30 Corporate Park, Suite #450, Irvine, California 92606 as Successor Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

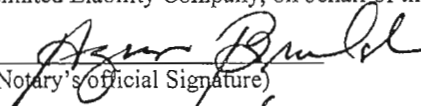
Dated: SEP 18 2017

U.S. Bank National Association, as Trustee relating to Chevy Chase Funding LLC Mortgage Backed Certificates Series 2007-2 by Specialized Loan Servicing LLC, its attorney-in-fact

By: 
Its: Mark McCloskey
Assistant Vice President

State of Colorado
County of Douglas

The foregoing instrument was acknowledgment before me this SEP 18 2017 by
Mark McCloskey of Specialized Loan Servicing LLC, a Delaware
Limited Liability Company, on behalf of the LLC.


(Notary's official Signature)

12/3/20
(Commission Expiration)

AGNES BRADSHAW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084040359
MY COMMISSION EXPIRES 12/03/2020

COUNTY OF



ALLEGHENY

RICH FITZGERALD
COUNTY EXECUTIVE

Certificate of Notary Journal Not Found

I, Brian Brodeur, Allegheny County Division of Real Estate Manager, whose official duties include retaining Notary Journals for the County of Allegheny, certifies that after a diligent search of our records that a journal for Autumn R Carnegie, could not be found as of November 30, 2022. Autumn R Carnegie's commission number was 1298909, and held a valid commission from June 6, 2016 through June 6, 2020.

In my capacity as Division of Real Estate Manager, I affix my signature and seal to this letter.

A handwritten signature in blue ink, reading "Brian Brodeur", written over a horizontal line.

Brian Brodeur, Division of Real Estate Manager



BRIAN BRODEUR, MANAGER
DIVISION OF REAL ESTATE

101 COUNTY OFFICE BUILDING • 542 FORBES AVE • PITTSBURGH, PA 15219
PHONE (412) 350-4552 • BRIAN.BRODEUR@ALLEGHENYCOUNTY.US • WWW.ALLEGHENYCOUNTY.US

COUNTY OF



ALLEGHENY

RICH FITZGERALD
COUNTY EXECUTIVE

Certificate of Notary Journal

I, Brian Brodeur, Allegheny County Division of Real Estate Manager, whose official duties include retaining Notary Journals for the County of Allegheny, Commonwealth of Pennsylvania, certifies that the following pages are true and accurate copies of the document Autumn R Carnegie submitted as her Notary Journal. The included pages are the first page of the document (included to show column titles), and the page of the document that encompasses notarial acts committed between February 23, 2017 at 9:37 am through March 16, 2017 at 9:58 am.

In my capacity as Division of Real Estate Manager, I affix my signature and seal to this letter.

Brian Brodeur, Division of Real Estate Manager



BRIAN BRODEUR, MANAGER
DIVISION OF REAL ESTATE

101 COUNTY OFFICE BUILDING • 542 FORBES AVE • PITTSBURGH, PA 15219
PHONE (412) 350-4552 • BRIAN.BRODEUR@ALLEGHENYCOUNTY.US • WWW.ALLEGHENYCOUNTY.US

Loan number	Date	Document
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171935	5/4/2016 16:04	AOM
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In The Superior Court Of The State Of California
In And For The County Of San Diego
Department 69; Hon. KATHERINE BACAL, Judge

LEENA HANNONEN,
Individually and as Trustee
for HANNONEN REVOCABLE
FAMILY TRUST,

Plaintiff,

v.

CHEVY CHASE BANK F.S.B.;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC.;
U.S. BANK NATIONAL
ASSOCIATION as Trustee
relating to CHEVY CHASE
FUNDING LLC MORTGAGE BACKED
CERTIFICATES SERIES 2007-2;
ZIEVE, BRODNAX & STEELE,
LLP; SPECIALIZED LOAN
SERVICING, LLC; and All
Persons Known, Unknown,
claiming any legal or
equitable right, title,
estate, lien, encumbrance,
or interest adverse to
Plaintiff's right, title
and interest in and to the
Real Property located at
3252 Pine Hills Road,
Julian, California 92036;
and DOES 1-2 5, inclusive,

Defendants.

Case No.
37-2018-00061634
CU-OR-CTL

CERTIFIED TRANSCRIPT

Reporter's Transcript

MAY 20, 2024

1 APPEARANCES:

2 FOR THE PLAINTIFF:

3 Law Office of Duane R. Folke
4 3450 Wilshire Boulevard
5 Suite 108-17
6 Los Angeles, California 90010
7 Duane Folke, Esq.

8 FOR THE DEFENDANTS:

9 The Ryan Firm
10 2603 Main Street
11 Suite 1225
12 Irvine, California 92614
13 Matthew Aguirre, Esq.

14
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21 Darla Kmety, RPR, CSR 12956
22 Court-Approved Pro-Tem Official Court Reporter
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1 MAY 20, 2024; San Diego, California; 10:34 A.M.

2 -- 00o --

3 THE COURT: We are on the record in the matter
4 of Hannonen versus U.S. Bank, et cetera. I do have a
5 request for appointment of court reporter which I've
6 signed. The matter is being reported. I would note
7 plaintiff and defense counsel were both here promptly at
8 10:30.

9 Mr. Folke, nice to have you now.

10 MR. FOLKE: I apologize, your Honor.

11 THE COURT: Let's get appearances for the
12 record.

13 MR. AGUIRRE: Good morning, your Honor. Matthew
14 Aguirre for the defendants MERS SLS and U.S. Bank.

15 MR. FOLKE: Good morning, your Honor. On behalf
16 of the plaintiff, Duane R. Folke on behalf of my client,
17 who is present.

18 THE COURT: Good morning to all of you and to
19 the others who are here watching this matter. This is for
20 the Court's announcement of a decision on the bifurcated
21 bench trial portions of this trial; the jury portions
22 having already resulted in a verdict which I have in hand.

23 As an initial matter, I wanted to put on the
24 record my appreciation for the hard work that the
25 plaintiff -- self-represented for a long time put into
26 this case -- I know she worked very hard to get us to
27 where we are today. In fact -- and I mean this hopefully
28 no disrespect seen -- but I believe there's a Finnish word

1 that describes much of what Ms. Hannonen has done.

2 MR. FOLKE: Say it again, please, your Honor.

3 THE COURT: Sisu S-I-S-U.

4 MS. HANNONEN: Two more things in here that can
5 relate.

6 THE COURT: I think it describes Ms. Hannonen to
7 a tee. I do. I see where we have gotten, and frankly I
8 know what Ms. Hannonen wants as a result of it; and I
9 don't think we would have ever gotten to where we were
10 without somebody with that kind of tenacity, internal
11 fortitude. I'm not quite certain what else to describe
12 because I don't speak Finnish. I only know that word, and
13 again, I think it's an accurate description.

14 Now, I've read the closing arguments of both
15 sides; I've been here throughout the trial. I would note
16 that defendants' closing arguments largely discusses only
17 the statutory causes of action, whereas, plaintiff's
18 closing and rebuttal closing discuss all of the remaining
19 causes of action that were being tried to the Court,
20 although not in an order this Court might prefer.

21 It was very difficult to parse out the
22 arguments. Very difficult. I also note that in
23 plaintiff's closing, there was separately and apart a
24 request for a new trial and a JNOV motion. Those have not
25 been scheduled before the Court.

26 Under San Diego Superior Court local rules,
27 motions that are not scheduled will not be heard.
28 Somebody needs to schedule it for a hearing.

1 I also note that defendants' closing rests
2 entirely on, or at least largely on, the verdict of the
3 jurors, finding that the jurors have conclusively
4 determined something.

5 So to the extent the motions are going to be
6 heard before this Court, I think it is important to reach
7 that conclusion before the Court enters judgment. So I am
8 going to give you an intended decision on the bench trial
9 portions and wait before I would confirm that until after
10 the motions are heard.

11 As to the statutory causes of action. First of
12 all, as to the 17200 cause of action, if this case had
13 been brought by a prosecuting agency, this Court would
14 have felt compelled to impose penalties. Under 17200,
15 there are only some remedies available.

16 The remedy of penalties is only available, I
17 believe, to a prosecuting agency. It was not briefed by
18 either side, but I've read the statute carefully. I've
19 read the case law, and that's my understanding. Because
20 the case was brought by an individual and not a
21 prosecuting agency, I do not believe penalties are
22 available to this Court. The only remedies that are
23 available to this Court, the Court finds it cannot impose.

24 As to the other statutory cause of action, the
25 statutory cause of action as alleged in the complaint is
26 Civil Code Section 2923.5. I did ask specifically whether
27 plaintiff was prosecuting 2923.5 or 2923.55. Defendant in
28 its closing points this out; Plaintiff doesn't point out

1 at all which cause of action. But as to 2923.5, the Court
2 finds it is not available.

3 As to the defendants' affirmative defense of
4 statute of limitations, I find the defendant did not prove
5 its affirmative defense of the statute of limitations.
6 There is a four-year statute of limitations, but it begins
7 when the cause of action occurred.

8 In this case, there was also, in my mind, some
9 facts that were unknown to the plaintiff and could not
10 have been known to the plaintiff at any earlier point in
11 time.

12 So, again, because it's an affirmative defense
13 and defendant has the burden of proof, I find the
14 defendant did not prove the affirmative defense of statute
15 of limitations, but that the available remedies under the
16 two statutory causes of action are not available for
17 plaintiff.

18 That leaves, in this Court's mind, the cause of
19 action for unjust enrichment, which defendants didn't
20 brief at all. This Court is sitting as a court of equity.
21 The Court finds by the appropriate burden of proof that
22 both the assignment of deed and trust and the substitution
23 of trustees were not signed or notarized by the parties
24 who said they did. I find the plaintiff's evidence
25 compelling.

26 The question is: what do I do now? Given that
27 defendants rest entirely on the verdict form, given that
28 I'm sitting as a court in equity, I am going to defer

1 ruling on the unjust enrichment cause of action until
2 after I hear plaintiff's motion.

3 Now, I'm not certain which motion plaintiff
4 wants me to hear: New trial or JNOV. I have reviewed the
5 verdict form carefully. It appears undisputed there was a
6 foreclosure. Frankly, I don't know how the jurors
7 answered the question that they answered unless it's
8 simply the wording on the verdict form.

9 Again, let's look at Question Number 1: Did
10 U.S. Bank cause a foreclosure sale of plaintiff's home
11 under a power of sale in a deed of trust? That's a
12 different question than: Was there a foreclosure sale?

13 I don't know the impact of that. I'm going to
14 wait to hear the motion to see what the impact of that
15 might be.

16 So what I'm going to do is I'm going to set a
17 hearing on the motion when plaintiff tells me which motion
18 plaintiff would like me to set. I also agree with
19 defendant in their closing argument that in order for the
20 court to reach a conclusion as to any of the defendants,
21 the plaintiff needs to specify which defendant the Court
22 should rule against and why. Each separately. We can't
23 group defendants together and, as a result of one thing,
24 point a finger at another. That's not an appropriate
25 outcome. I agree with defendants in that regard.

26 So having said all of this, again, my intended
27 decision being that plaintiff cannot prevail on the Civil
28 Code Section 2923.5 or the 17200 causes of action for the

1 reasons stated.

2 where are we on unjust enrichment? So,
3 Mr. Folke, what motion do you want the Court to schedule?

4 MR. FOLKE: May I just have a moment?

5 MR. AGUIRRE: Your Honor, I have something brief
6 to say on the unjust enrichment if you'd allow me.

7 THE COURT: Okay.

8 MR. AGUIRRE: The Court sustained a demurrer to
9 the unjust enrichment cause of action in February 2023.

10 THE COURT: Well, that may answer it. It would
11 be really nice if somebody had said that in their closing
12 arguments.

13 MR. AGUIRRE: I apologize for that, your Honor.

14 THE COURT: Okay.

15 Counsel says that unjust enrichment case is no
16 longer viable.

17 MR. FOLKE: I wasn't aware of that, your Honor.
18 I believe that that was part of the case, and obviously if
19 we proved it with respect to it, so we would renew our
20 motion obviously to have that --

21 THE COURT: Hold on. I don't understand.

22 MR. FOLKE: We would like to do JNOV, your
23 Honor.

24 THE COURT: Okay. Let's get a hearing date on
25 plaintiff's motion for judgment notwithstanding the
26 verdict. Are you relying on the combined motion and
27 closing arguments for that motion?

28 MR. FOLKE: Yes, your Honor.

1 THE COURT: And you were served with the motion,
2 correct?

3 MR. AGUIRRE: We received various documents
4 with --

5 MR. FOLKE: I served him, your Honor.

6 THE COURT: You were served --

7 MR. AGUIRRE: Confusing titles. We received a
8 few.

9 THE COURT: You were served with a closing
10 argument that purports to be a motion for JNOV.

11 MR. AGUIRRE: Yes, your Honor.

12 THE COURT: Or it says JNOV filed
13 contemporaneously. Did you file something separate?

14 MR. FOLKE: I filed a closing, closing
15 statement, your Honor.

16 THE COURT: That's your JNOV.

17 MR. FOLKE: Right. I filed a closing statement
18 and a motion for JNOV, a motion for new trial --

19 THE COURT: Right, but it says -- it says
20 "concurrently with." So when I read it, it appeared to be
21 the JNOV.

22 MS. HANNONEN: April 19th.

23 MR. AGUIRRE: I did get the April 19th one.

24 THE COURT: Okay.

25 MS. HANNONEN: The closing was filed April 15;
26 the new trial April 19. And April 22 was the closing,
27 closing.

28 MR. FOLKE: And, your Honor, I wanted to ask one

1 quick question on our next hearing.

2 THE COURT: Yes, sir.

3 MR. FOLKE: If you have deemed both of these
4 documents to be void, the defendants should not be able to
5 proceed and the Court, under your equitable powers, has a
6 number of remedies at your disposal.

7 THE COURT: which equitable causes of action?
8 I'm looking at two statutory causes of action. And I
9 would note the Court's ruling is under those statutory
10 causes of action, the available remedies are not available
11 to plaintiff in this case.

12 MR. FOLKE: That would be unlawful for a closer,
13 your Honor. I believe you would have jurisdiction with
14 that.

15 THE COURT: well, why don't you expect to have
16 that as part of whatever motion you think is appropriate?

17 MR. FOLKE: Yes, your Honor.

18 THE COURT: Okay. How about June 14? It gives
19 you a week for your oppo, basically.

20 MR. FOLKE: That's fine for us, your Honor.

21 THE COURT: Defendant?

22 MR. AGUIRRE: Yes, that would work, your Honor.

23 THE COURT: Okay. Hearing June 14, 11:00 a.m.
24 Oppo in reply per Code, nine court days and five court
25 days before the hearing. The Court has given an intended
26 decision on the two statutory causes of action but will
27 hear any further argument -- oral argument, closing
28 argument -- after it hears that motion. Okay?

1 MR. FOLKE: Thank you, your Honor.

2 THE COURT: Notice waived?

3 MR. FOLKE: Notice waived, your Honor.

4 MR. AGUIRRE: Notice waived.

5 THE COURT: Thank you.

6 still on the record. I do want to hear the
7 specifics from plaintiff as to which causes of action and
8 factually --

9 MR. FOLKE: Yes, your Honor.

10 THE COURT: -- as to which defendant.

11 MR. FOLKE: Yes, your Honor.

12 THE COURT: Okay?

13 MR. FOLKE: Yes, your Honor.

14 THE COURT: All right. Thank you. This
15 concludes the hearing.

16

17 (Hearing concluded at 10:58 a.m.)

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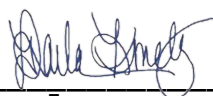
1 STATE OF CALIFORNIA

2
3
4 I, Darla Kmety, Official Pro-Tem Reporter for
5 the Superior Court of the State of California, do hereby
6 certify:

7
8 That as such reporter, I reported in machine
9 shorthand the proceedings held in the foregoing case;

10
11 That my notes were transcribed into typewriting
12 under my direction and the proceedings held on
13 May 20, 2024, are a true and correct transcription, to the
14 best of my ability.

15
16
17
18
19 Dated this 12th of June 2024.

20
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22
23
24 
25 _____
26 Darla Kmety, CSR 12956
27 Court Reporter
28

Coalition Court Reporters

205 South Broadway Suite 1008
Los Angeles, CA 90012
Phone: (213) 471-2966



Leena Hannonen
Leena Hannonen, In Pro Per
4231 Balboa Avenue
#732
San Diego, CA 92117

Invoice #39136

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Case: Leena Hannonen, Trustee for the Hannonen
Revocable Family Trust v. U.S. BANK
NATIONAL ASSOCIATION as Trustee relating
to CHEVY CHASE FUNDING LLC, 37-2

Delivery Type: Normal

Resource: Suzanne Tate, 8120

Case Number#: 37-2018-00061634-CU-OR-CTL

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4231 BALBOA AVE SUITE 732
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Apr 22, 2025 11:27 AM
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SAN DIEGO COUNTY RECORDER
FEES: \$53.00 (SB2 Atkins: \$0.00)

PAGES: 14

THIS SPACE FOR RECORDER'S USE ONLY

AMENDED JUDGMENT OF DISMISSAL

(Please fill in document title(s) on this line)

Plaintiff Leena Hannonen was awarded Cancellation of Instruments as pleaded in the Second Amended Complaint, and Violation of California Business and Professions Code § 17200 due to fraudulent, forged documents. See page 11 of the included Judgement.

Original Judgment Unrecorded

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

1 Timothy M. Ryan, Bar No. 178059
2 Andrew J. Mase, Bar No. 300680
3 Matthew H. Aguirre, Bar No. 270388
4 THE RYAN FIRM
5 A Professional Corporation
6 2603 Main St, Suite 1225
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8 Telephone (949) 263-1800; Fax (949) 872-2211

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
2/13/2025 10:06:04 AM

Clerk of the Superior Court
By B. Montijo , Deputy Clerk

Attorneys for Defendants U.S. Bank National Association as Trustee relating to Chevy Chase Funding LLC, Mortgage Back Certificates, Series 2007-2; Mortgage Electronic Registration Systems, Inc.; and Specialized Loan Servicing, LLC

8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10 LEENA HANNONEN, Individually
11 and as Trustee for HANNONEN
12 REVOCABLE FAMILY TRUST

Plaintiff,

13 vs.

14 CHEVY CHASE BANK F.S.B.;
15 MORTGAGE ELECTRONIC
16 REGISTRATION SYSTEMS INC.;
17 U.S. BANK NATIONAL
18 ASSOCIATION as Trustee relating to
19 CHEVY CHASE FUNDING LLC
20 MORTGAGE BACKED
21 CERTIFICATES SERIES 2007-2;
22 ZIEVE, BRODNAX & STEELE,
23 LLP; SPECIALIZED LOAN
24 SERVICING, LLC; and All Persons
25 Know, Unknown, claiming any legal
26 or equitable right, title, estate, lien,
27 encumbrance, or interest adverse to
28 Plaintiff's right, title and interest in
and to the Real Property located at
3252 Pine Hills Road, Julian,
California 92036; and DOES 1-25,
inclusive,

Defendant(s).

CASE NO.: 37-2018-00061634-CU-OR-
CTL
Unlimited Jurisdiction
Date Action Filed: December 6, 2018

Assigned for All Purposes to
Hon. Katherine Bacal
DEPT. C63

~~PROPOSED~~ AMENDED JUDGMENT
OF DISMISSAL

AMENDED JUDGMENT

This action was originally filed on December 14, 2018, by Plaintiff Leena Hannonen, individually and as Trustee for Hannonen Revocable Family Trust (collectively, "Plaintiff") against defendants U.S. Bank National Association as Trustee relating to Chevy Chase Funding LLC, Mortgage Backed Certificates, Series 2007-2; Specialized Loan Servicing, LLC; Mortgage Electronic Registration Systems as nominee for Chevy Chase Bank, F.S.B.; Zieve, Brodnax & Steele, LLP, via Katherine S. Walker, Esq.; and Mortgage Electronic Registration Systems Inc. via Norman Edward Gottschalk, V.P. KOA # 115

On December 19, 2019, Zieve, Brodnax & Steele, LLP filed a declaration of nonmonetary status under Civil Code section 2924/ to which there was no objection. Accordingly, by operation of Section 2924/, Zieve, Brodnax & Steele, LLP was no longer required to participate in this action and statutorily is bound by any entered judgment, albeit not subject to any monetary award against it.

On January 10, 2020, the Court dismissed Mortgage Electronic Registration Systems Inc. via Norman Edward Gottschalk, V.P. and Mortgage Electronic Registration Systems as nominee for Chevy Chase Bank, F.S.B. from this action without prejudice,

On June 7, 2022, Plaintiff filed a Second Amended Complaint which named the following as defendants: Chevy Chase Bank, F.S.B.; Mortgage Electronic Registration Systems Inc.; U.S. Bank National Association as Trustee relating to Chevy Chase Funding LLC Mortgage Backed Certificates Series 2007-2; Zieve, Brodnax & Steele, LLP; and Specialized Loan Servicing, LLC. KOA # 198

On April 18, 2023, the Court dismissed defendant Chevy Chase Bank, F.S.B. from this action with prejudice. As a result, the only remaining participating defendants in this action were: U.S. Bank National Association as Trustee relating to Chevy Chase Funding LLC, Mortgage Back Certificates, Series 2007-2 ("U.S. Bank"); Mortgage Electronic Registration Systems, Inc. ("MERS"); and Specialized Loan Servicing, LLC ("SLS") (collectively, "Defendants").

at the
request
of plaintiff

with the
authorization from
Plaintiff
KOA # 130

1 This action came on regularly for trial beginning on April 2, 2024, in Department
2 C69 of the above-entitled court. Appearances were as noted in the record.

3 A jury was empaneled, heard evidence related to the first cause of action for
4 Wrongful Foreclosure in the Second Amended Complaint, and returned a verdict in favor
5 of Defendants on the verdict set forth below.

6
7 [VERDICT ON FOLLOWING PAGES]
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Section 1 - Wrongful Foreclosure against US Bank

We answer the questions submitted to us as follows:

1. Did US Bank cause a foreclosure sale of Plaintiff's home under a power of sale in a deed of trust?

_____ Yes ☒ No

If your answer to question 1 is yes, then answer question 2. If you answered no, then move to section 2.

2. Was the sale wrongful?

_____ Yes _____ No

If your answer to question 2 is yes, then answer question 3. If you answered no, then move to section 2.

3. Did Leena Hannonen tender all amounts due under the loan secured by the deed of trust or was excused from doing so?

_____ Yes _____ No

If your answer to question 3 is yes, then answer question 4. If you answered no, then move to section 2.

4. Was Leena Hannonen not materially in breach of any other condition and had not failed to perform any other material requirement of the loan agreement that would otherwise justify foreclosure?

_____ Yes _____ No

If your answer to question 4 is yes, then answer question 5. If you answered no, then move to section 2.

5. Was Leena Hannonen harmed?

_____ Yes _____ No

1 If your answer to question 5 is yes, then answer question 6. If you answered no,
2 then move to section 2.

3
4 6. Were US Bank's actions a substantial factor in causing Leena Hannonen's
5 harm?

6 _____ Yes _____ No

7 If your answer to question 6 is yes, then answer question 7. If you answered no,
8 then move to section 2.

9
10 7. What are Leena Hannonen's damages caused by the foreclosure?

11
12 Economic Damages \$

13 Non-Economic Damages \$
14

15 Please move onto question 8.
16

17
18 8. Was conduct constituting malice, oppression, or fraud committed by one or
19 more officers, directors, or managing agents of US Bank?

20 _____ Yes _____ No

21 If your answer to question 8 is yes, then answer question 9. If you answered
22 no, then move to section 2.

23
24 9. What amount of punitive damages, if any, do you award Leena Hannonen
25 against US Bank?

26 \$ _____

27 After answering this question, please go to section 2.
28

Section 2 - Wrongful Foreclosure against Specialized Loan Servicing

We answer the questions submitted to us as follows:

1. Did Specialized Loan Servicing cause a foreclosure sale of Plaintiff's home under a power of sale in a deed of trust?

_____ Yes ☒ No

If your answer to question 1 is yes, then answer question 2. If you answered no, then move to section 3.

2. Was the sale wrongful?

_____ Yes _____ No

If your answer to question 2 is yes, then answer question 3. If you answered no, then move to section 3.

3. Did Leena Hannonen tender all amounts due under the loan secured by the deed of trust or was excused from doing so?

_____ Yes _____ No

If your answer to question 3 is yes, then answer question 4. If you answered no, then move to section 3.

4. Was Leena Hannonen not materially in breach of any other condition and had not failed to perform any other material requirement of the loan agreement that would otherwise justify foreclosure?

_____ Yes _____ No

If your answer to question 4 is yes, then answer question 5. If you answered no, then move to section 3.

5. Was Leena Hannonen harmed?

_____ Yes _____ No

1 If your answer to question 5 is yes, then answer question 6. If you answered no,
2 then move to section 3.

3 6. Were Specialized Loan Servicing's actions a substantial factor in causing
4 Leena Hannonen's harm?

5 _____ Yes _____ No

6
7 If your answer to question 6 is yes, then answer question 7. If you answered no,
8 then move to section 3.

9 7. What are Leena Hannonen's damages caused by the foreclosure?

10
11 Economic Damages \$

12 Non-Economic Damages \$

13
14 Please move onto question 8.

15
16 8. Was conduct constituting malice, oppression, or fraud committed by one or
17 more officers, directors, or managing agents of Specialized Loan Servicing?

18
19 _____ Yes _____ No

20 If your answer to question 8 is yes, then answer question 9. If you answered
21 no, then move to section 3.

22 9. What amount of punitive damages, if any, do you award Leena Hannonen
23 against Specialized Loan Servicing?

24 \$ _____

25
26 [Please move to the next section]

Section 3 - Wrongful Foreclosure against Mortgage Electronic Registration Systems

We answer the questions submitted to us as follows:

1. Did Mortgage Electronic Registration Systems cause a foreclosure sale of Plaintiff's home under a power of sale in a deed of trust?

_____ Yes ~~_____~~ No

If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Was the sale wrongful?

_____ Yes _____ No

If your answer to question 2 is yes, then answer question 3. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

3. Did Leena Hannonen tender all amounts due under the loan secured by the deed of trust?

_____ Yes _____ No

If your answer to question 3 is yes, then answer question 4. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

4. Was Leena Hannonen not materially in breach of any other condition and had not failed to perform any other material requirement of the loan agreement that would otherwise justify foreclosure?

_____ Yes _____ No

If your answer to question 4 is yes, then answer question 5. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

1 5. Was Leena Hannonen harmed?

2 _____ Yes _____ No

3
4 If your answer to question 5 is yes, then answer question 6. If you answered no,
5 stop here, answer no further questions, and have the presiding juror sign and date
6 this form.

7 6. Were Mortgage Electronic Registration Systems' actions a substantial factor
8 in causing Leena Hannonen's harm?

9 _____ Yes _____ No

10 If your answer to question 6 is yes, then answer question 7. If you answered no,
11 stop here, answer no further questions, and have the presiding juror sign and date
12 this form.

13
14 7. What are Leena Hannonen's damages caused by the foreclosure?

15 Economic Damages \$

16 Non-Economic Damages \$

17
18
19 Please move onto question 8.

20
21 8. Was conduct constituting malice, oppression, or fraud committed by one or
22 more officers, directors, or managing agents of Mortgage Electronic Registration
23 Systems?

24
25 _____ Yes _____ No

26 If your answer to question 8 is yes, then answer question 9. If you answered
27 no, stop here, answer no further questions, and have the presiding juror sign
28 and date this form.

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9. What amount of punitive damages, if any, do you award Leena Hammonen against Mortgage Electronic Registration Systems?

\$ _____

After answering this question, if applicable, please have the presiding juror sign and date the form.

Date: 4/5/2024

M. M. Burt
PRESIDING JUROR

Juror #1

1 The remaining causes of action for quiet title, cancellation of instruments, Civil
2 Code section 2923.5, and Business and Professions Code section 17200 in the Second
3 Amended Complaint were then tried to the Court, which were all decided in favor of
4 Defendants on the remaining causes of action.

5 On August 28, 2024, the Court entered Judgment in accordance with the verdict
6 and decision, as follows:

- 7 1. Defendants, as defined above, are the prevailing parties in this action and
8 are entitled to judgment against Plaintiff on all claims.
- 9 2. Defendant Zieve, Brodnax & Steele, LLP, having filed and served a
10 declaration under Civil Code section 2924/ to which no objection was
11 made, is also entitled to judgment against Plaintiff on all claims.
- 12 3. Plaintiff shall take nothing from Defendants or Zieve, Brodnax & Steele,
13 LLP.
- 14 4. All other defendants were dismissed prior to trial.

15
16 Pursuant to its December 16, 2024, order ^(KORA 702) granting its Order to Show Cause re:
17 amending judgment, the Court now amends the August 28, 2024, judgment as follows:

- 18 1. The Court finds in Plaintiff Hannonen's favor on the second cause of action
19 in the Second Amended Complaint for Cancellation of Instruments and the
20 fifth cause of action in the Second Amended Complaint for Unfair
21 Competition in violation of Business & Professions Code § 17200.
- 22 2. The Court awards Plaintiff the value of the real property located at 3252
23 Pine Hills Road, Julian, CA 92036 on the date of the foreclosure sale, offset
24 by any unpaid mortgage payments.
- 25 3. The evidence at trial, based on Plaintiff's own testimony, established the
26 value of the real property located at 3252 Pine Hills Road, Julian, CA
27 92036 was \$420,146.00 (Tr. 4/4/2024, 402:25-403:13), and that the unpaid
28 mortgage payments owed were \$629,002.00 (Tr. 4/4/2024, 403:14-16). As

such, there is no monetary payment to be paid to Plaintiff from Defendants.

IT IS SO ORDERED.

Date:

7/12/25

Hon. Katherine Bacal

Judge of the San Diego Superior Court

The court considered the objections to the proposed judgment, submitted by Plaintiff and modified the proposed judgment as indicated.



CLERK'S CERTIFICATE

The foregoing 11 page(s) is a true and correct copy of ☒ the original ☐ a copy on file with this office. It is ☒ the entire document ☐ an excerpt from a document.

Clerk of the Superior Court
Date 7/22/24 by R. Stille
Deputy R. Stille

PROOF OF SERVICE

I am over the age of eighteen years and not a party to the within action. I am employed by The Ryan Firm, whose business address is: 2603 Main Street, Suite 1225, Irvine, CA 92614.

On January 10, 2025, I served the within document(s) described as: **[PROPOSED] AMENDED JUDGMENT OF DISMISSAL** on the interested parties in this action:

☒ by transmitting via electronic mail the document(s) listed above to the email addresses provided by counsel.

Name & Address	Telephone / Fax / E-mail	Role
Duane R. Folke The Law Offices of Duane R. Folke 3450 Wilshire Blvd., Suite #108-17 Los Angeles, CA 90010	Tel: 747-264-7568 Fax: Email: <u>dfolkeslaw57@gmail.com</u>	Attorney for Plaintiff Leena Hannonen and Trust

☒ **BY ELECTRONIC SERVICE** (Code Civ. Proc. § 1010.6) – My electronic service address is: rconway@theryanfirm.com. I transmitted true and correct electronic copies of the above document(s) to the persons at the electronic mail addresses listed above and said transmission was completed without error.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 10, 2025, at Irvine, California.

/s/ Rose Conway
ROSE CONWAY



February 24, 2023

VIA E-MAIL
AND U.S. MAIL

Leena Hannonen
P.O. Box 178371
San Diego, CA 92117
leenaimages@gmail.com

Re: *Leena Hannonen vs. Chevy Chase Bank F.S.B., et al.*
San Diego Superior Court, Case No. 37-2018-00061634-CU-OR-CTL

Dear Ms. Hannonen,

As you know, this office has been retained to represent Defendant Chevy Chase Bank, F.S.B. n/k/a Capital One, N.A. (hereinafter, "Capital One") in the above-referenced matter.

Further to our telephone and email communications of last week, Capital One hereby agrees and acknowledges that it has no interest in or pursuant to the Deed of Trust dated March 21, 2007, recorded against the property located at 3252 Pine Hills Road, Julian, California 92036-9704 ("Property"), as Document No. 2007-0191681 with the office of the San Diego County Recorder ("2007 Deed of Trust").

The 2007 Deed of Trust indicates that "Chevy Chase Bank, F.S.B." is the lender and trustee and that Mortgage Electronic Registration Systems, Inc. ("MERS") is the beneficiary. As this office has advised, Chevy Chase Bank, F.S.B. merged with and into Capital One, N.A. in 2009. Capital One's records reflect that it assigned the interest in the 2007 Deed of Trust it acquired as a result of the merger with Chevy Chase Bank, F.S.B. Capital One cannot and does not make any representations regarding any interests that any person other than Capital One, N.A. and/or Chevy Chase Bank, F.S.B. may have in the 2007 Deed of Trust. Accordingly, Capital One, for itself and as successor to Chevy Chase Bank, F.S.B., hereby confirms that it currently has no interest in or pursuant to the 2007 Deed of Trust.

Sincerely,

A handwritten signature in blue ink that reads "Amy I. Borlund". The signature is fluid and cursive.

Amy I. Borlund

cc: Rosty G. Gore, Esq.

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
CENTRAL**

MINUTE ORDER

DATE: 09/12/2025

TIME: 11:00 AM

DEPT: C-63

JUDICIAL OFFICER: KATHERINE A. BACAL

CLERK: Annie Yim

REPORTER/ERM: Natalie Khamis

BAILIFF/COURT ATTENDANT: J. Palomo

CASE NO: **37-2018-00061634-CU-OR-CTL** CASE INIT.DATE: 12/06/2018

CASE TITLE: **Leena Hannonen, Trustee for the Hannonen Revocable Family Trust vs. U.S. BANK NATIONAL ASSOCIATION as Trustee relating to CHEVY CHASE FUNDING LLC [IMAGED]**

CASE CATEGORY: Civil CASE TYPE: (U)Other Real Property: Mechanic's Lien Foreclosure

HEARING TYPE: Motion Hearing

MOVING PARTY:

APPEARANCES

Leena Hannonen, self-represented Plaintiff, present in person.

Matthew Aguirre, Attorney for Defendant(s), Appellant(s), and Respondent on Appeal(s), present via remote audio appearance.

HEARING ON DEFENDANT'S MOTION TO EXPUNGE THE LIS PENDENS ON THE PROPERTY

The Court hears argument of parties.

The Court CONFIRMS as modified the tentative ruling as follows:

Defendant's motion to expunge the *lis pendens* on the property is **GRANTED**.

Preliminary Matters

Defendant U.S. Bank National Association as Trustee relating to Chevy Chase Funding LLC, Mortgage Back Certificates, Series 2007-2's ("U.S. Bank") request for judicial (ROA # 794) of exhibit A is granted.

Plaintiff Leena Hannonen filed a "reply" in support of her opposition. ROA # 799. The Court did not request or permit supplemental briefing. See ROA # 797 (Min. Order stating opposition and reply to be filed in due course). Hannonen's supplemental briefing thus will not be considered.

Discussion

U.S. Bank seeks to expunge the *lis pendens* recorded against the real property, 3252 Pine Hills Rd, Julian, CA 92036, under CCP sections 405.30 and 405.32. ROA # 792.

“At any time after notice of pendency of action has been recorded, any party, or any nonparty with an interest in the real property affected thereby, may apply to the court in which the action is pending to expunge the notice....” CCP § 405.30. “[T]he court shall order that the notice be expunged if the court finds that the claimant has not established by a preponderance of the evidence the probable validity of the real property claim. The court shall not order an undertaking to be given as a condition of expunging the notice if the court finds the claimant has not established the probable validity of the real property claim.” *Id.* § 405.32.

“[O]n a motion to expunge a *lis pendens* after judgment against the claimant and while an appeal is pending, the trial court must grant the motion unless it finds it more likely than not that the appellate court will reverse the judgment.” *Amalgamated Bank v. Superior Court* (2007) 149 Cal.App.4th 1003, 1015.

U.S. Bank has shown it is a party with an interest in the real property that is affected by the *lis pendens*. Hannonen filed a notice of appeal of the judgment dated February 13, 2025. ROA # 760. That appeal is currently pending. Thus, the inquiry here is whether Hannonen met her burden to show the underlying real property claim has “probable validity” i.e., “whether it is more likely than not the real property claim will prevail at the end of the appellate process.” *Amalgamated, supra*, at p.1016-1017.

Hannonen has not met her burden. She argues this Court’s forgery finding will satisfy the probable validity standard, and that the pending appeal “preserves validity.” *Oppo.* at p.4, citing Hannonen Decl., Exs. A & B. She also argues that a sale of the property would cause irreparable harm. *Oppo.* at p.5. None of these arguments or evidence are convincing to show that the appellate court would more likely than not reverse this court’s judgment awarding plaintiff the monetary value of property under the equitable causes of action for cancellation of instruments and unfair competition.

Reasonable Fees and Costs

The Court does not impose fees at this time.

Conclusion

For the reasons stated, U.S. Bank’s motion to expunge the *lis pendens* is **GRANTED**.

U. S. Bank to submit a proposed order and serve notice within two court days of this ruling.

Katherine A. Bacal

Judge Katherine A. Bacal

In the Matter Of:

Leena Hannonen, ET AL. vs U.S. BANK NATIONAL ASSOCIATION ET AL.,

37-2018-00061634-CU-

MOTION

September 12, 2025



IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

CENTRAL DIVISION

DEPARTMENT 63

BEFORE HON. KATHERINE BACAL, JUDGE

LEENA HANNONEN,
Individually and as Trustee
for HANNONEN REVOCABLE
FAMILY TRUST,

Plaintiff,

vs.

CHEVY CHASE BANK F.S.B.;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC.;
U.S. BANK NATIONAL
ASSOCIATION as Trustee
relating to CHEVY CHASE
FUNDING LLC MORTGAGE BACKED
CERTIFICATES SERIES 2007-2;
ZIEVE, BRODNAX & STEELE,
LLP; SPECIALIZED LOAN
SERVICING, LLC; and All
Persons Known, Unknown,
claiming any legal or
equitable right, title,
estate, lien, encumbrance,
or interest adverse to
Plaintiff's right, title
and interest in and to the
Real Property located at
3252 Pine Hills Road,
Julian, California 92036;
and DOES 1-25, inclusive,

Defendants.

)
)
) Motion Hearing
) Case No.
) 37-2018-00061634-CU-
) OR-CTL
)

) CERTIFIED TRANSCRIPT
)

CERTIFIED COPY

REPORTER'S TRANSCRIPT

SEPTEMBER 12, 2025

REPORTED BY:

NATALIE M. KHAMIS
CSR NO. 14260
COURT-APPROVED COURT REPORTER
SAN DIEGO SUPERIOR COURT

1 APPEARANCES:

2 FOR THE PLAINTIFF: In Propria Persona
3

4 FOR THE DEFENDANT: By: Matthew H. Aguirre
5 Attorney at Law
6 (Via Microsoft Teams)
7 The Ryan Firm
8 2603 Main Street, Suite 1225
9 Irvine, California 92614
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1 San Diego, California; September 12, 2025; 11:15 a.m.
2 (THE FOLLOWING TELEPHONIC HEARING WAS REPORTED PURSUANT
3 TO CRC 3.670. THE RECORD WILL REFLECT PROCEEDINGS THAT
4 WERE TELEPHONICALLY TRANSMITTED. ALL TELEPHONIC SPEAKERS
5 ARE IDENTIFIED AS SUCH. FAILURES IN TRANSMISSION WILL BE
6 NOTED AS INAUDIBLE.)

7 -- 000 --

8 THE COURT: All right. Hannonen versus
9 U.S. Bank. I do have a request for appointment of court
10 reporter, which I'm signing. The matter is being
11 reported.

12 We'll get appearances for the record, please.

13 MR. AGUIRRE: Good morning, your Honor. Matthew
14 Aguirre for the moving defendant, U.S. Bank.

15 MS. HANNONEN: Leena Hannonen for Plaintiff.

16 THE COURT: And I should state that the request
17 for appointment of court reporter includes the court
18 reporter's name and license number, and I have now stated
19 that on the record, which comports with the current
20 statute.

21 I would assume Moving Party would submit on the
22 tentative, at least with regards to the Motion to
23 Expunge. With regards to the request for fees, the Court
24 had a question that it would like the parties to take up,
25 which is fees would, if I grant the motion, as my
26 tentative is -- states I'm inclined to do, fees would be
27 imposed unless the Court found some exceptional
28 circumstances.

1 The question for the Court is whether the fee
2 waiver that is currently in place for the plaintiff would
3 be a circumstance that would support not imposing fees.
4 That is why I did not put a tentative as to the fees. I
5 wanted to hear from the parties.

6 And with that, I assume that Defendant would be
7 submitting on the Motion to Expunge, correct?

8 Mr. Aguirre, you're frozen.

9 I thought he was looking a little somber.

10 The phone number that just joined, is that
11 Mr. Aguirre?

12 MR. AGUIRRE: Yes, your Honor. Apologies. I
13 apologize. My Internet appears to have cut out, so I
14 joined by phone.

15 THE COURT: And I appreciate that. And so you
16 didn't hear -- I don't know what you stopped hearing. I
17 thought you were just a very good, quiet person watching.

18 MR. AGUIRRE: I heard just the very beginning
19 that you assumed that I would submit on the tentative,
20 and then I believe you began talking about the -- the
21 fees --

22 THE COURT: Correct.

23 MR. AGUIRRE: -- the request in the tentative to
24 talk about fees, but then you cut off after that.

25 THE COURT: Okay. What I stated is the statute
26 would provide fees unless there was some extraordinary
27 reason, circumstance that would support making an
28 imposition of fees unjust. I queried whether

1 Ms. Hannonen's fee waiver would be such a good
2 circumstance.

3 So with that, I -- again, is it correct that you
4 submit on the Motion to Expunge?

5 MS. HANNONEN: I don't.

6 MR. AGUIRRE: Yes, your Honor.

7 THE COURT: All right. I assumed, Ms. Hannonen,
8 you might not. So I'll hear from you.

9 MS. HANNONEN: So are we talking about the fees
10 first?

11 THE COURT: No.

12 MS. HANNONEN: Okay.

13 THE COURT: Yeah. The moving party is only
14 entitled to fees if the motion is granted, so let's talk
15 about the motion.

16 MR. AGUIRRE: I apologize, your Honor. On court
17 call, I can't hear Ms. Hannonen. Is there a way she
18 could move closer to the microphone --

19 THE COURT: We can -- we'll turn it up.

20 MR. AGUIRRE: Thank you.

21 MS. HANNONEN: Can you hear me better now?

22 MR. AGUIRRE: Slightly. It's enough to make out
23 the words. It could be louder, though.

24 MS. HANNONEN: Okay. Are we good now? It
25 sounds like it.

26 MR. AGUIRRE: That's much better. Thank you.

27 MS. HANNONEN: Okay. I am objecting in the
28 strongest possible terms, of the tentative. The

1 Court's -- fundamentally misinterprets what the board's
2 document is under the California law. There's a huge
3 misunderstanding on a legal effect of a forgery. The
4 tentative treats the forged notary acknowledgement as
5 mere evidentiary flaw, continuing to regard the title
6 document as valid. This is a clear error. A forged
7 acknowledgement, using a stolen notary seal and a forged
8 signature --

9 THE COURT: But there's no evidence of a stolen
10 seal, at least of which I'm aware.

11 MS. HANNONEN: Well, as long as the notary did
12 not sign the document, somebody used her seal.

13 THE COURT: Okay.

14 MS. HANNONEN: It's either a duplicated seal, or
15 it's a stolen seal. And it -- since it's not in her
16 notary journals, she did not sign it.

17 THE COURT: And I made that finding at trial.

18 MS. HANNONEN: Right.

19 So it cannot be a valid document.

20 THE COURT: But that's the problem. The fact
21 that a notary -- if the notary were not necessary, and it
22 doesn't appear it was -- the fact that it was not on the
23 document doesn't affect the validity of the document
24 itself.

25 MS. HANNONEN: That is also a wrong assumption.

26 THE COURT: Okay.

27 MS. HANNONEN: The California law is clear: For
28 a real property instrument to be recorded, it is

1 statutory prerequisite. It must be duly acknowledged
2 pursuant to Government Code 27287 and Civil Code 1170.

3 The only reason the forged Assignment and
4 Substitution were accepted for recordation was that the
5 recorder's mandate is purely administrative. The
6 recorder must record anything with the notary seal,
7 either if it's a real or a fraud.

8 THE COURT: But, Ms. Hannonen, in part what
9 you're arguing is the issues that were argued in either
10 one trial or the other or both, and those are issues at
11 this point for the Court of Appeal. The question now is
12 what do I do with the state of things as they are?

13 MS. HANNONEN: You cannot expunge the lis
14 pendens because we are in appeal, and this --

15 THE COURT: And give me some authority that --

16 MS. HANNONEN: And this --

17 THE COURT: If you could just give me some
18 authority that the Court could not grant the Motion to
19 Expunge because there is a pending appeal.

20 MS. HANNONEN: Because there's fraud. By Wutzke
21 versus Bill Reid.

22 THE COURT: Okay.

23 MS. HANNONEN: And if we look at what's the
24 difference between the notary forged signature and forged
25 document, if a notary forged the signature, then that
26 means that the notary worked in error in forging the
27 signature of the person who knowledgeably signed the
28 document. And that's -- we don't have that. This is a

1 case where somebody utilized a notary's signature and
2 committed a crime.

3 So in my defense, the defendants had every
4 opportunity to bring the Mr. McCloskey into the court to
5 prove that he signed the document. They had listed him
6 as a witness. They removed him as a witness --

7 THE COURT: Again, that was a trial issue.

8 MS. HANNONEN: Right.

9 THE COURT: And, remember, on the bench trial, I
10 did find in your favor on some of the issues on the bench
11 trial portion.

12 MS. HANNONEN: Right.

13 THE COURT: Okay. And now you're on appeal.

14 MS. HANNONEN: And that -- that judgment does
15 not -- I mean, the Court is calling this as a
16 "manufactured evidence," and the defendants call it a
17 "irregularity." That's from the transcript.

18 This is not irregularity. This is a forgery.
19 It's a crime. It's a felony. And under --

20 THE COURT: And if, in fact, there were a proven
21 crime, a felony, and you had evidence of that, I would
22 consider it. But right now, we have your allocations,
23 which are different, and as far as I'm aware, no crime
24 has been charged.

25 MS. HANNONEN: The notary testimony doesn't mean
26 anything? The handwriting expert --

27 THE COURT: Well, that might --

28 MS. HANNONEN: -- testimony --

1 THE COURT: It meant something to me.

2 MS. HANNONEN: Right.

3 THE COURT: If you recall, I made a finding
4 based on that testimony; it's in the Court's order. It
5 made -- it didn't make something to me, but it's not the
6 same as the finding -- a legal finding that somebody has
7 been convicted of a felony or even charged with one.

8 MS. HANNONEN: The Court needs to forward this
9 to the DA for their investigation. There was fraud. It
10 was obvious there was fraud. You cannot have a valid
11 document with a forged signature on it. Bill
12 Reid -- Wutzke versus Bill Reid confirms that, and the
13 Penal Code 470 confirms. If -- the Penal Code even lists
14 that if anybody falsifies the acknowledgement of a notary
15 public, that is a felony. That's a crime.

16 THE COURT: Again, if I had evidence that
17 somebody has been charged with a crime, convicted of a
18 crime, or anything like that, the Court would consider
19 it. I don't have that. And you certainly are free to
20 make any reports to anyone you believe should be taking
21 those steps. But that's different than what I have right
22 now.

23 MS. HANNONEN: This is unreal. This document
24 should be void because of the -- but the Court said
25 already on the record that there was forgery. Isn't that
26 admitting that it's a fraud -- it's fraud?

27 THE COURT: Okay.

28 MS. HANNONEN: So if the -- if the Court allows

1 the expungement, I'm going to give a notice to the Court
2 over the equity of stripping.

3 THE COURT: I'm sorry?

4 MS. HANNONEN: Equity stripping.

5 THE COURT: I don't understand --

6 MS. HANNONEN: They are trying to sell the house
7 under -- way under value. Distribute the equity, my
8 equity.

9 THE COURT: And you certainly have the right to
10 take whatever steps you believe are the next steps you
11 want to take.

12 MS. HANNONEN: So if this Court permits
13 expungement under these circumstances, it is, frankly,
14 becoming a participant in the ongoing fraud against me,
15 given the Court's own forgery evidence findings as
16 noticed in the 18 U.S.C. Section 4, Misprision of Felony,
17 and 241 and 242, deprivation of and conspiracy against
18 their rights.

19 This places a duty to report, not conceal,
20 felonies affecting property rights. Further, if
21 expungement proceeds, I will file the notice of the
22 equity.

23 And if the -- this time, nobody is a prevailing
24 party. The amended judgment is half and half.

25 THE COURT: But -- but that's a separate issue,
26 then, if -- are you switching to make the argument as to
27 fees? The issue as to fees is whether or not the party
28 has prevailed on this motion, not prevailed in the

1 underlying case. So that's the question, is whether or
2 not fees should be awarded on this motion.

3 If I stand with the tentative and order that the
4 lis pendens be expunged, then the bank would be the
5 prevailing party on this motion and entitled to the fees
6 for this motion.

7 It's not all the fees. It would be the fees for
8 this motion. And then the question is, is there some
9 circumstance that would make the imposition of those fees
10 unjust?

11 MS. HANNONEN: Well, as the Court mentioned, I
12 do have the fee waiver. I'm a disabled senior, I'm on a
13 set income, and I just can't afford to pay their \$2,000
14 fee.

15 THE COURT: Okay.

16 MS. HANNONEN: So -- but I need to get one more
17 thing on the record since my -- my reply was set to be a
18 supplemental and it was rejected.

19 THE COURT: Well, because you don't get a reply
20 on -- and -- in support of an opposition. The way it
21 works is the moving party gets a reply; you get to
22 oppose. You don't get to file -- we call it a
23 "surreply" -- and instead, you get to come in here and
24 argue.

25 MS. HANNONEN: Okay. So I will argue their
26 misstatement.

27 They are claiming that this Code of Civil
28 Procedure 2015.5 does not apply to their declaration of

1 compliance supporting their foreclosure.

2 This was brought up at the last year's OSC.
3 This is not a new claim from me like they said it would
4 be. It's on the November 22 transcript on the OSC
5 hearing.

6 So the defendant relies on this outdated case,
7 Mabury versus Superior Court, asserting that no penalty
8 of perjury is required for declaration in the
9 foreclosure, and that is not correct.

10 The California Supreme Court in the Sweetwater
11 Union High School District versus Gilbane Building --
12 that's 2019 case, and it's 6 Cal.5th 931 and 943 -- has
13 since held that every declaration relied in the judicial
14 proceeding, including those in foreclosure context, must
15 confirm to 2015.5 to be admissible. The absence of the
16 penalty of perjury clause renders Defendants' evidence
17 incompetent hearsay and is fatal under the standards
18 confirmed with the Kulshrestha -- that's
19 K-u-l-s-h-r-e-s-t-h-a -- versus First Union Commercial
20 bank -- Commercial Law [sic] Corporation.

21 This is enough to reverse the foreclosure:
22 noncompliance of the 2015.5. It has to be -- declaration
23 has to be signed under penalty of perjury. So this is
24 alone -- is enough for the -- for the appeals. I have
25 proven that the foreclosure should be reversed.

26 Without the properly executed declaration of
27 compliance, the title was not duly perfected, which it
28 says on the trustee's deed and -- upon the sale, which

1 they are trying to get a judicial notice. You cannot
2 take a judicial notice of the content of the trustee's
3 deed upon the sale because it -- it's undermining the
4 perfection of the title in violation of the 2924b and
5 CCP 1161a(b)(3).

6 So --

7 THE COURT: All right. Ms. Hannonen, I
8 understand your arguments. I do. I understand them in
9 the briefs; I understand them today. I do have another
10 matter, so I need you to tell me if there's anything else
11 that you'd like to put on the record and why you believe
12 that the lis pendens should not be expunged.

13 MS. HANNONEN: Because I have given you why
14 the --

15 THE COURT: No, I understand --

16 MS. HANNONEN: -- the appeals will prevail.

17 THE COURT: Okay.

18 Okay. I am going to turn to Moving Party and
19 pose the question as to fees. And, in fact,
20 Ms. Hannonen's briefing gives two reasons why fees should
21 be imposed:

22 One is the circumstance of her indigency.

23 And the second is that she had a good faith
24 basis for opposing the motion and seeking the lis
25 pendens.

26 I have no doubt that Ms. Hannonen has a strong
27 belief in the correctness of her position.

28 So I'll hear from the bank.

1 MR. AGUIRRE: Yes, your Honor. Matthew Aguirre
2 for the U.S. Bank.

3 As to the fee waiver issue, allowing the fee
4 waiver to satisfy the, well, unjust language of the
5 statute to prevent a fee award would encourage litigants
6 to get fee waivers and then make any motions they wanted
7 in part -- excuse me --

8 THE COURT: What -- what --

9 MR. AGUIRRE: -- if -- make any one (inaudible)
10 motion they want, recording a lis pendens they want to --

11 THE COURT: Mr. Aguirre, it's not --

12 MR. AGUIRRE: -- (simultaneous speakers) any
13 merit.

14 THE COURT: Mr. Aguirre, if I can just pause
15 you.

16 It's not a "never." It's whether that's a
17 circumstance. And I believe it is a circumstance the
18 Court could consider.

19 MR. AGUIRRE: Well, it may be, your Honor. I'm
20 not aware of any laws on point.

21 But more to the specifics of this case, whether
22 or not Ms. Hannonen has a fee waiver here, we -- she
23 knows since at least April of this year that the lis
24 pendens is preventing the sale of the property. And
25 there's filings, including, I think, five or six -- I
26 think five ex partes trying to stay the private sale of
27 the property, the TRO return, the unlawful detainer
28 result to suss out the property for selling. They all

1 talk about the fact that the lis pendens clouds title.
2 The April 22nd ex parte application specifically says
3 that U.S. Bank should not sell the property because of
4 the lis pendens. And her May 23rd application shows that
5 she was in contact with prospective buyers to try to
6 dissuade them from purchasing the property.

7 So there's a long trail of evidence in
8 Ms. Hannonen's awareness of the effect of those opinions,
9 that it tends to interfere with private sale of this
10 property besides the fact that you made a judgment
11 within -- in February not awarding property rights.

12 And getting back a year and a half from today,
13 the original judgment was entered on the wrong
14 foreclosure context in favor of U.S. Bank.

15 So Ms. Hannonen has been aware of her actions
16 and the legal effect of lis pendens, the fact that it was
17 preventing the sale of the property.

18 So based on that, the fee waiver in and of
19 itself, I don't think, overcome the -- the facts of this
20 case justifying the fee award to my client for this
21 motion.

22 THE COURT: All right. Thank you.

23 Having heard from both parties, I am going to
24 confirm the tentative granting the Motion to Expunge, but
25 I am not going to impose fees at this time.

26 I don't disagree with, though, what the bank is
27 saying. And, in fact, I don't think Ms. Hannonen would
28 disagree that she has been attempting to do this because

1 she believes that there is a validity to her position,
2 and she believes that the Court of Appeal will eventually
3 agree.

4 Although I did not find that her claim has
5 probable validity, I think it supports her argument that
6 imposing an order of fees, including the fact of her fee
7 waivers, would be unjust. And so for that reason, I do
8 not impose fees.

9 With that, do you want to waive notice of
10 ruling?

11 The bank is to give notice.

12 MR. AGUIRRE: The bank can waive -- the bank
13 waives notice.

14 THE COURT: Ms. Hannonen wants notice, I think.

15 MS. HANNONEN: Yes.

16 THE COURT: All right. The bank is to give
17 notice.

18 MR. AGUIRRE: Yes, your Honor.

19 THE COURT: All right. Thank you.

20 MS. HANNONEN: My final note --

21 MR. AGUIRRE: Your Honor --

22 THE COURT: Well, both of you want a final note.
23 Okay.

24 MS. HANNONEN: Yes. Remember the word "sisu"?

25 THE COURT: I do remember the word.

26 MS. HANNONEN: Yes. That's me. I'm not done.

27 THE COURT: Just so you know, Mr. Aguirre,
28 "sisu" means or -- something along the lines of

1 "intestinal fortitude" --

2 MS. HANNONEN: Yes.

3 THE COURT: -- and there's no doubt that

4 Ms. Hannonen has that.

5 Mr. Aguirre, there's something you wanted to
6 say, too?

7 MR. AGUIRRE: Yes. Just a matter of
8 housekeeping, your Honor.

9 Would you prefer to interlineate the proposed
10 order we submitted in August to the original ex parte
11 application, or would you --

12 THE COURT: No. The minute order --

13 MR. AGUIRRE: -- prefer that it have --

14 THE COURT: -- the minute order will be the
15 order of the Court, unless you want to submit a new
16 proposed order.

17 MR. AGUIRRE: I may submit a new proposed order,
18 your Honor --

19 THE COURT: Well --

20 MR. AGUIRRE: -- just so we can make sure --

21 THE COURT: -- tell me now.

22 All right. The minute order is not the order of
23 the Court. The bank is to stay a new proposed order with
24 service on Ms. Hannonen.

25 MR. AGUIRRE: Yes, your Honor.

26 MS. HANNONEN: Now, the tentative order says
27 here that the U.S. Bank has shown it is a party of
28 interest in the real property. How did they prove that?

1 THE COURT: All right. You'll take that up on
2 your next steps. Thank you.

3 MR. AGUIRRE: Thank you, your Honor.

4 (Proceedings adjourned at 11:37 a.m.)
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1 STATE OF CALIFORNIA)
2) SS:
3 COUNTY OF SAN DIEGO)
4)
5)
6)
7)

8 I, NATALIE M. KHAMIS, CSR NO. 14260, COURT-APPROVED
9 COURT REPORTER FOR THE SUPERIOR COURT OF THE STATE OF
10 CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO DO HEREBY

11 CERTIFY:

12 THAT AS SUCH REPORTER, I REPORTED IN MACHINE
13 SHORTHAND THE PROCEEDINGS HELD IN THE FOREGOING CASE;

14 THAT MY NOTES WERE TRANSCRIBED INTO TYPEWRITING
15 UNDER MY DIRECTION AND THE PROCEEDINGS HELD ON
16 SEPTEMBER 12, 2025, CONTAINED WITHIN PAGES 1 THROUGH 19, ARE A
17 TRUE AND CORRECT TRANSCRIPTION.

18
19 DATED SEPTEMBER 25, 2025, AT SAN DIEGO, CALIFORNIA.

20
21 
22

23 NATALIE M. KHAMIS, CSR NO. 14260
24 COURT-APPROVED COURT REPORTER
25 SAN DIEGO SUPERIOR COURT
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From: Leena Hannonen leenaimages@gmail.com 
Subject: Urgent Demand for Disclosure of Ongoing Litigation and Title Dispute Regarding 3252 Pine Hills Road, Julian, CA 92036 (Case No. D087279)
Date: December 15, 2025 at 7:52 PM
To: jason@reoxpert.com, Jason Lipovsky jason@venture-pacific.net, Matthew Aguirre maguirre@theryanfirm.com, Ryan Firm Admins admin@theryanfirm.com
Cc: Leena Hannonen leenaimages@gmail.com

Date: December 15, 2025

Subject: Urgent Demand for Disclosure of Ongoing Litigation and Title Dispute Regarding 3252 Pine Hills Road, Julian, CA 92036 (Case No. D087279)

To: Jason Lipovsky jason@venture-pacific.net, jason@venture-pacific.net

CC: Matthew H. Aguirre, Esq. maguirre@theryanfirm.com, admin@theryanfirm.com

From: Leena Hannonen leenaimages@gmail.com

Dear Mr. Lipovsky and Mr. Aguirre,

I am the plaintiff/appellant in the ongoing litigation involving the property at **3252 Pine Hills Road, Julian, CA 92036** (San Diego Superior Court Case No. 37-2018-00061634-CU-OR-CTL; Court of Appeal Case No. D085942).

This is a formal notice, as you are aware, this case involves serious findings of fraud and forgery in the foreclosure documents, including “uncontradicted” evidence of forged notary signatures and seals on the Substitution of Trustee and Assignment of Deed of Trust. The trial court having found, entered an Amended Judgment awarding cancellation of instruments “due to fraudulent, forged documents” though ambiguously.

My **main appeal remains pending in Case No. D085942 in the appellant courts**, where I challenge the judge’s failure to define and clarify cancelled instruments, judgment’s failure to void the forged instruments (controlling law: *Wutzke v. Bill Reid Painting Serv., Inc.* (1984) 151 Cal.App.3d 36 – forged instruments void ab initio) and the granting of equitable relief to parties with unclean hands.

Recent public records (Zillow) show that you have listed property listed as “off market” with a significantly reduced estimated value (~\$504,208). This suggests an active or impending private sale or transfer, knowing there is full litigation pending on this property.

Pursuant to **California Civil Code §§ 1102 et seq. (disclosure of material facts)** and **§ 2079 (agent duty to inspect and disclose)**, you are **required** to fully disclose to any prospective buyers, escrow agents, or interested parties the following material facts:

- The pending appeal in D085942, which could result in reversal declaring the foreclosure instruments void and affecting title.
- The trial court’s findings of “uncontradicted” forgery and fraud in the chain of title.
- My recorded criminal complaints regarding the forgery (SDPD #25614406; FBI reference provided previously).

Failure to disclose these facts will expose you, your firm, and the seller to liability for misrepresentation, rescission, and damages if the sale proceeds and my appeal succeeds (*Peery v. Superior Court* (1981) 29 Cal.2d 827 – real property claims protected during appeal).

Cal. Su 857 – real property claims protected during appeal).

I demand immediate confirmation that:

1. No sale or transfer will proceed without full disclosure as outlined above.
2. You will provide me with written acknowledgment of this email and details of any current offers, escrow, or buyers.

This is not legal advice but a formal notice and demand to comply with statutory duties. I reserve all rights to proceed legal remedies in the court in case you violate these.

Thank you for your prompt attention.

Sincerely,
/s/Leena Hannonen
Leena Hannonen
PO Box 178371
San Diego, CA 92177
(760) 703-7708
leenaimages@gmail.com

**2025-12-15 Lipovsky, Aguirre
formal notice.docx**



December 21, 2025

Governor Gavin Newsom California State Capitol 1021 O Street, Suite 9000 Sacramento, CA 95814

Re: Urgent Request for immediate Executive Intervention and Oversight in Systemic Judicial Misconduct, Fraudulent Foreclosure Practices, and Violations of California Law in San Diego County Superior Court – Case No. 37-2018-00061634-CU-OR-CTL

Dear Governor Newsom,

I am writing to you as a desperate California homeowner and victim of egregious fraud, identity theft, notary forgery, and illegal title transfer, urgently seeking your protection and intervention. My home at 3252 Pine Hills Road, Julian, CA 92036, is being wrongfully taken from me through a non-judicial foreclosure process rooted in undisputedly forged documents, while the San Diego County Superior Court and the Fourth District Court of Appeal have systematically ignored uncontroverted evidence and violated binding California Supreme Court and appellate precedents. This is not merely a personal injustice; it represents a profound breakdown in the judicial system that normalizes property theft through fraud, undermines the integrity of California's land title records, and erodes public confidence in our courts. As Governor, you have the authority and responsibility under Article V, Section 1 of the California Constitution to ensure the faithful execution of the laws, and I implore you to act swiftly to prevent this travesty and address the broader systemic failures it exposes.

Detailed Factual Background and Uncontroverted Evidence of Fraud and Forgery

In March 2007, I refinanced my home with a loan from Chevy Chase Bank, secured by a Deed of Trust recorded as Document No. 2007-0191681 in the San Diego County Recorder's Office. However, subsequent assignments and substitutions of trustee were executed through blatant forgery and identity theft involving Notary Public Agnes Bradshaw's signature and seal. Specifically:

- The Substitution of Trustee (SOT), purportedly notarized by Bradshaw on September 25, 2017, and recorded as Document No. 2017-0439136, is a forgery. Bradshaw's notary journal contains no entry for this document, and forensic analysis confirms her signature and seal were stolen and affixed without her knowledge or consent. This is uncontroverted evidence, as acknowledged by the trial court in its Amended Judgment of Dismissal recorded on April 22, 2025 (page 1, lines 5-10; page 11, discussing procedural unconscionability due to fraudulent documents).
- The Assignment of Deed of Trust, similarly forged, breaks the chain of title, rendering all subsequent foreclosure actions void ab initio. Capital One, N.A. (successor to Chevy Chase Bank) confirmed in a February 24, 2023 letter that it has no interest in the Deed of Trust, further exposing the fraudulent chain.
- Defendants U.S. Bank National Association, et al., claim title solely through these forged instruments, yet the trial court admitted on the record (trial transcript, page X, lines Y-Z) that the evidence of forgery is "compelling" and "uncontradicted." Despite this, the court refused to declare the documents void, allowing a verdict in favor of the defendants and paving the way for my eviction. Adding to this injustice, the court has acknowledged the forgery in open court but steadfastly refuses to state with specificity which documents are

cancelled—despite the Amended Judgment awarding cancellation of instruments—causing severe prejudice, harm, and damage by leaving the status of my title ambiguous and vulnerable to further exploitation by the defendants. This lack of specificity prevents me from effectively enforcing the judgment, recording clear title, or halting the wrongful foreclosure, resulting in ongoing emotional distress, financial loss, and the imminent threat of homelessness.

This fraud has resulted in my wrongful eviction in a related unlawful detainer action, where my subpoenas for key witnesses (including courthouse security footage proving improper service) were quashed without justification, denying me due process. The Amended Judgment explicitly awards me cancellation of instruments and finds violations of California Business and Professions Code § 17200 due to the fraudulent, forged documents (page 1, lines 5-10), yet the court expunged my lis pendens while my appeal is pending, exposing my property to sale or transfer in violation of law.

Specific Violations of California Law by the Trial Court

The presiding judge in San Diego County Superior Court has committed multiple, egregious violations of California law, directly enabling this fraud:

1. **Failure to Declare Forged Instruments Void Ab Initio (Violation of Cal. Civ. Code § 3412 and Appellate Precedent):** Under California law, forged deeds and assignments are void from inception and convey no title. In *Wutzke v. Bill Reid Painting Service, Inc.* (1984) 151 Cal.App.3d 36, 43, the Court of Appeal held that a forged deed of reconveyance is "wholly void" and "cannot pass title." Similarly, in *Yvanova v. New Century Mortgage Corp.* (2016) 62 Cal.4th 919, 929-930 (California Supreme Court), borrowers have standing to challenge void assignments in wrongful foreclosure actions, as such assignments render the foreclosure process invalid. Despite uncontroverted evidence of forgery (Amended Judgment, page 11), the trial judge refused to void the SOT and Assignment, violating these binding precedents and allowing defendants to proceed with a fraudulent title claim. This is a direct violation of the judge's duty under Canon 3B(2) of the California Code of Judicial Ethics to "faithfully, impartially and diligently discharge the duties of the office." Furthermore, by acknowledging the forgery in open court but refusing to specify which documents are cancelled, the judge has prejudiced my ability to enforce the Amended Judgment, causing severe harm and damage in violation of due process and Cal. Civ. Code § 3412, which mandates cancellation of void instruments to prevent ongoing injury.
2. **Permitting Wrongful Foreclosure on Void Documents (Violation of Cal. Civ. Code §§ 2924 et seq. and Homeowners' Bill of Rights):** The foreclosure violated California's dual-tracking prohibitions (Cal. Civ. Code § 2923.6) and notice requirements (Cal. Civ. Code § 2923.55), as no meaningful loan modification review occurred before the Notice of Default. In *Mabry v. Superior Court* (2010) 185 Cal.App.4th 208, 223, courts must enforce these protections to prevent wrongful foreclosures. The trial court's refusal to halt the process despite forgery evidence constitutes aiding and abetting fraud, in violation of Cal. Penal Code § 31 (principals in crime include aiders and abettors). The court's failure to specify cancelled documents exacerbates this, allowing defendants to exploit the ambiguity for further illegal actions, causing me irreparable harm.

3. **Expungement of Lis Pendens During Pending Appeal (Violation of Cal. Code Civ. Proc. § 405.32 and Due Process):** While my appeal is pending, the court expunged my lis pendens, allowing potential transfer of the property despite ongoing litigation. This violates Cal. Code Civ. Proc. § 405.32, which requires clear and convincing evidence that the action lacks probable validity—evidence the court ignored in light of the forgery. This action deprives me of property without due process, violating the Fourteenth Amendment to the U.S. Constitution and Article I, Section 7 of the California Constitution. The refusal to specify cancelled documents prejudices my appeal, as it leaves the record unclear and enables defendants to claim valid title, causing severe damage to my property rights.
4. **Denial of Subpoenas and Fair Hearing in Unlawful Detainer Action (Violation of Due Process and Cal. Code Civ. Proc. § 1985):** In the related unlawful detainer case, my subpoenas for witnesses and evidence (e.g., video proving defective service) were quashed without explanation, denying me the right to confront evidence under Cal. Code Civ. Proc. § 1985. This selective enforcement violates Canon 3B(7) of the Judicial Ethics Code, requiring judges to "accord to every person who has a legal interest in a proceeding... the right to be heard according to law." The lack of specificity in the Amended Judgment compounds this harm, as it prevents me from using the cancellation award as a defense.
5. **Ignoring Uncontroverted Evidence and Ambiguous Judgment (Violation of Cal. Rules of Court, Rule 3.1590 and Judicial Ethics):** The Amended Judgment acknowledges forgery but ambiguously fails to enforce cancellation with specificity, creating confusion and enabling further fraud. This violates Cal. Rules of Court, Rule 3.1590, requiring clear and enforceable judgments, and constitutes judicial bias under Canon 3B(5), prohibiting prejudice based on socioeconomic status (as a pro se litigant, I have been disadvantaged). By admitting forgery in open court yet refusing to identify the cancelled documents, the judge has caused severe prejudice, allowing ongoing harm and damage to my financial stability, emotional well-being, and property ownership.

Violations by the Fourth District Court of Appeal

Compounding these errors, the Fourth District Court of Appeal (Division One), in a decision by Justices Patricia D. Benke (Acting P.J.), Judith L. Haller, and your appointee, Justice Martin N. Buchanan, has thus far refused to address the forgery and broken chain of title on appeal. Despite my detailed briefing citing *Yvanova* (62 Cal.4th at 929: "A void assignment... renders the foreclosure sale void") and *Peery v. Superior Court* (1981) 29 Cal.3d 837 (on notary misconduct and void instruments), the panel affirmed the trial court's rulings without grappling with the uncontroverted fraud. This "rewarding" of fraudulent title, as I see it, violates the appellate courts' duty under Article VI, Section 13 of the California Constitution to correct errors of law. Highlighting your appointee, Justice Buchanan, underscores the need for executive oversight to ensure judicial accountability.

Systemic Implications and Broader Impact

This case is emblematic of systemic issues in San Diego County's handling of foreclosure fraud: courts routinely ignore forgery to favor institutional defendants, violating equal protection (Cal. Const., Art. I, § 7) and enabling widespread property theft. Without intervention, this precedent will embolden fraudsters, destabilize title records, and disproportionately harm vulnerable homeowners like myself—a disabled individual relying on English as a second language. The

court's refusal to specify cancelled documents exemplifies this bias, perpetuating harm and damage to victims of fraud.

Specific Requests for Your Intervention

While I respect the separation of powers and am pursuing remedies through the Commission on Judicial Performance (Complaint No. [insert if available]) and potential Supreme Court review, I urgently request:

1. **Direct an Independent Investigation:** Instruct the California Attorney General or the Judicial Council to investigate San Diego County's foreclosure practices for patterns of ignoring forgery, in violation of Cal. Gov. Code § 12560 (AG's authority over public integrity). Include scrutiny of judges who acknowledge forgery but fail to specify cancellations, causing prejudice.
2. **Appoint Oversight or Special Master:** Use your executive authority under Cal. Gov. Code § 12010 to appoint a task force or special master to review this case and similar ones, ensuring compliance with *Yvanova* and *Wutzke*, and mandating specific findings in judgments involving forgery.
3. **Support Legislative Reforms:** Advocate for amendments to Cal. Civ. Code §§ 2924 et seq. to mandate forensic verification in foreclosures, automatic stays upon forgery allegations, and requirements for specific cancellation orders to prevent ambiguity and harm.
4. **Halt Eviction and Sale Pending Review:** Issue an executive stay or direct state agencies to intervene under your emergency powers (Cal. Gov. Code § 8571) to prevent irreparable harm from this fraudulent process, including the prejudice from unspecified cancellations.
5. **Address Judicial Accountability:** As the appointer of Justice Buchanan, review his panel's decision for consistency with your administration's commitment to housing justice and judicial integrity.

I am prepared to provide all evidence, including court transcripts, the Amended Judgment, forensic reports, Capital One's disclaimer letter, and appellate briefs. This is a matter of fundamental justice: no Californian should lose their home to admitted forgery while courts look the other way. Your intervention could save my home and restore faith in our system.

Thank you for your immediate attention. I await your response and am available at 760-703-XXXX or leenaimages@gmail.com.

Respectfully,

Leena Hannonen
PO BOX 178371 San Diego, CA 92177
leenaimages@gmail.com

Timothy M. Ryan, Bar No. 178059
Andrew J. Mase, Bar No. 300680
Rosty G. Gore, Bar No. 280722
THE RYAN FIRM
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2603 Main St, Suite 1225
Irvine, CA 92614
Telephone (949) 263-1800; Fax (949) 872-2211

Attorneys for Defendants U.S. Bank National Association as Trustee relating to Chevy Chase Funding LLC, Mortgage Back Certificates, Series 2007-2; Mortgage Electronic Registration Systems, Inc.; and Specialized Loan Servicing, LLC

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

LEENA HANNONEN, Individually
and as Trustee for HANNONEN
REVOCABLE FAMILY TRUST

Plaintiff,

vs.

U.S. BANK NATIONAL
ASSOCIATION as Trustee relating to
CHEVY CHASE FUNDING LLC,
MORTGAGE BACK
CERTIFICATES, Series 2007-2,
serviced by SPECIALIZED LOAN
SERVICING, LLC, & MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS as nominee for CHEVY
CHASE BANK, F.S.B. ZIEVE,
BRODNAX & STEELE, LLP, via
Katherine S. Walker, Esq.,
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC.
via Norman Edward Gottschalk, VP.

Defendant(s).

CASE NO.:
37-2018-00061634-CU-OR-CTL
Unlimited Jurisdiction
Date Action Filed: December 6, 2018

Assigned for All Purposes to
Hon. Katherine Bacal
DEPT. C69

**DEFENDANT U.S. BANK NATIONAL
ASSOCIATION AS TRUSTEE
RELATING TO CHEVY CHASE
FUNDING LLC MORTGAGE-
BACKED CERTIFICATES SERIES
2007-2'S RESPONSES TO PLAINTIFF
LEENA HANNONEN'S FORM
INTERROGATORIES, SET ONE**

Trial Date: None set.

1 PROPOUNDING PARTY: Plaintiff, LEENA HANNONEN
2 RESPONDING PARTY: Defendant, U.S. BANK NATIONAL
3 ASSOCIATION AS TRUSTEE RELATING
4 TO CHEVY CHASE FUNDING LLC
5 MORTGAGE-BACKED CERTIFICATES
6 SERIES 2007-2
7 SET NUMBER: One (1)
8

9 Defendant U.S. Bank National Association as Trustee Relating to Chevy Chase
10 Funding LLC Mortgage-Backed Certificates Series 2007-2, ("Responding Party")
11 responds to the Form Interrogatories, Set One, propounded by Plaintiff Leena Hannonen
12 ("Propounding Party") as follows:
13

14 **PRELIMINARY STATEMENT**
15

16 Responding Party has not fully completed its investigation of the facts relating to
17 this case, has not completed discovery in this action, and has not completed preparation
18 for trial. All of the responses contained in these responses are based only upon the
19 information and documents presently available to and specifically known by Responding
20 Party. It is anticipated that further discovery, independent investigation, legal research
21 and analysis will supply additional facts and add new meaning to known facts, as well as
22 establish entirely new factual conclusions and legal contentions, all of which may lead to
23 the discovery of additional documents, further information and additional witnesses,
24 thereby resulting in additions, changes in, and variances from the following responses.

25 Responding Party reserves the right to change all of the responses provided below
26 as additional facts are ascertained, analyses are made, legal research is completed,
27 contentions are established, and documents are located. Moreover, any and all responses
28 contained herein are disclosed for the purpose of this litigation only.

1 If any information within the scope of the attorney-client privilege or the attorney
2 work product doctrine is disclosed in this response, Responding Party has not done so
3 intentionally and reserves its right to assert those privileges at any time in the future in
4 these proceedings. In addition, all evidentiary objections are reserved and no waiver of
5 any objections is to be implied from these responses. To the extent that these responses
6 might arguably waive an otherwise assertable objection or claim of privilege, such waiver
7 shall be limited to these responses only and shall not extend to any further discovery
8 requests or subpoenas.

9
10 **FORM INTERROGATORIES:**

11
12 **FORM INTERROGATORY NO. 17.1:**

13 Is your response to each request for admission served with these interrogatories an
14 unqualified admission? If not, for each response that is not an unqualified admission:

15 (a) state the number of the request;

16 (b) state all facts upon which you base your response;

17 (c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have
18 knowledge of those facts; and

19 (d) identify all DOCUMENTS and other tangible things that support your response and
20 state the name, ADDRESS, and telephone number of the PERSON who has each
21 DOCUMENT or thing.

22 **RESPONSE TO FORM INTERROGATORY NO. 17.1:**

23
24 Response to each 17.1 (regarding Requests for Admission 1 – 36)

25
26 Objection. This request contains an impermissible preface and instructions and is
27 therefore not full and complete in and of itself in violation of *Code of Civil Procedure*
28 section 2030.060(d).

1 Objection. This request contains numerous terms which purport to be defined
2 terms, but no definitions are provided by the Propounding Party, for example, for the
3 terms “ADDRESSES,” “PERSONS,” “PERSON,” “DOCUMENTS,” “DOCUMENT.”
4 As such, all requests are vague, ambiguous, and unintelligible such that Responding Party
5 cannot know precisely what information Propounding Party seeks.

6 Objection. This request is not on the form provided for by the Judicial Council of
7 California.

8 Objection. There are 36 requests purporting to reference the Requests for
9 Admission, however there are only 26 Requests for Admission. Therefore these form
10 interrogatories do not correspond to the existent requests for admission.

11 Objection. Responding Party objects to this request to the extent that this request
12 seeks information subject to the attorney-client privilege, and attorney work product
13 doctrine, and other applicable privileges.

14 Objection. This request seeks information not relevant to the subject matter of this
15 case and not reasonably calculated to lead to the discovery of admissible evidence.

16 Objection. This request seeks information subject to Responding Party’s right to
17 privacy.

18 Objection. This request seeks information subject to the right to privacy of third
19 parties.

20 Objection. This request seeks information subject to Responding Party’s right to
21 financial privacy, and/or the rights to financial privacy of third parties.

22 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
23 oppressive.

24 Objection. Calculated to harass the Responding Party.

25 Objection. To the extent that this request seeks information which can be
26 ascertained from matters of public record, such information is equally available to
27 Propounding Party.

28 Objection. Calls for speculation.

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Objection. Calls for a legal conclusion.
Objection. Calls for information that is solely with the possession of third parties.
Objection to the extent that the Propounding Party already has the requested documents in her possession, custody, or control.

DATED: December 14, 2022

THE RYAN FIRM
A Professional Corporation

By: 
TIMOTHY M. RYAN
ANDREW J. MASE
ROSTY G. GORE
Attorneys for Attorneys for
Defendants U.S. Bank National
Association as Trustee relating to
Chevy Chase Funding LLC, Mortgage
Back Certificates, Series 2007-2;
Mortgage Electronic Registration
Systems, Inc.; and Specialized Loan
Servicing, LLC

PROOF OF SERVICE

I am over the age of eighteen years and not a party to the within action. I am employed by The Ryan Firm, whose business address is: 2603 Main Street, Suite 1225, Irvine, CA 92614.

On December 14, 2022, I served the within document(s) described as:
DEFENDANT U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE RELATING TO CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES SERIES 2007-2'S RESPONSES TO PLAINTIFF LEENA HANNONEN'S FORM INTERROGATORIES, SET ONE on the interested parties in this action:

- ☒ by placing ☐ the original ☒ true copy(ies) thereof enclosed in sealed envelope(s)
☒ addressed as follows: ☐ addressed as stated on the attached mailing list.

Name & Address	Telephone / Fax / E-mail	Role
Leena Hannonen P.O. Box 178371 San Diego, CA 92117	Tel: 760-703-7708 Fax: Email: leenaimages@gmail.com	Plaintiff in Pro Per
DOLL AMIR & ELEY LLP Hunter R. Eley Amy I. Borlund 725 S. Figueroa Street, Suite 3275 Los Angeles, CA 90017	Tel: (213) 542-3380 Fax: (213) 542-3381 Email: heley@dollamir.com aborlund@dollamir.com	Attorneys for Defendant Chevy Chase Bank, FSB n/k/a/ Capital One, N.A.

- ☒ **BY MAIL** (Code Civ. Proc. § 1013(a))—I deposited such envelope(s) for processing in the mailroom in our offices. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California, in the ordinary course of business. I am aware that on motion of a party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.
- ☒ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 14, 2022, at Irvine, California.


LAUREN MCNEESE

Timothy M. Ryan, Bar No. 178059
Andrew J. Mase, Bar No. 300680
Rosty G. Gore, Bar No. 280722
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A Professional Corporation
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Telephone (949) 263-1800; Fax (949) 872-2211

Attorneys for Defendants U.S. Bank National Association as Trustee relating to Chevy Chase Funding LLC, Mortgage Back Certificates, Series 2007-2; Mortgage Electronic Registration Systems, Inc.; and Specialized Loan Servicing, LLC

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

LEENA HANNONEN, Individually
and as Trustee for HANNONEN
REVOCABLE FAMILY TRUST

Plaintiff,

vs.

U.S. BANK NATIONAL
ASSOCIATION as Trustee relating to
CHEVY CHASE FUNDING LLC,
MORTGAGE BACK
CERTIFICATES, Series 2007-2,
serviced by SPECIALIZED LOAN
SERVICING, LLC, & MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS as nominee for CHEVY
CHASE BANK, F.S.B. ZIEVE,
BRODNAX & STEELE, LLP, via
Katherine S. Walker, Esq.,
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC.
via Norman Edward Gottschalk, VP.

Defendant(s).

CASE NO.: 37-2018-00061634-CU-OR-
CTL
Unlimited Jurisdiction
Date Action Filed: December 6, 2018

Assigned for All Purposes to
Hon. Katherine Bacal
DEPT. C69

**DEFENDANT U.S. BANK NATIONAL
ASSOCIATION AS TRUSTEE
RELATING TO CHEVY CHASE
FUNDING LLC MORTGAGE-
BACKED CERTIFICATES SERIES
2007-2'S RESPONSES TO PLAINTIFF
LEENA HANNONEN'S REQUESTS
FOR ADMISSION, SET ONE**

Trial Date: None set.

1 PROPOUNDING PARTY: Plaintiff, LEENA HANNONEN
2 RESPONDING PARTY: Defendant, U.S. BANK NATIONAL
3 ASSOCIATION AS TRUSTEE RELATING
4 TO CHEVY CHASE FUNDING LLC
5 MORTGAGE-BACKED CERTIFICATES
6 SERIES 2007-2
7 SET NUMBER: One (1)
8

9 Defendant U.S. Bank National Association as Trustee Relating to Chevy Chase
10 Funding LLC Mortgage-Backed Certificates Series 2007-2, (“Responding Party”)
11 responds to the Requests for Admission, Set One, propounded by Plaintiff Leena
12 Hannonen (“Propounding Party”) as follows:
13

14 **PRELIMINARY STATEMENT**
15

16 Responding Party has not fully completed its investigation of the facts relating to
17 this case, has not completed discovery in this action, and has not completed preparation
18 for trial. All of the responses contained in these responses are based only upon the
19 information and documents presently available to and specifically known by Responding
20 Party. It is anticipated that further discovery, independent investigation, legal research
21 and analysis will supply additional facts and add new meaning to known facts, as well as
22 establish entirely new factual conclusions and legal contentions, all of which may lead to
23 the discovery of additional documents, further information and additional witnesses,
24 thereby resulting in additions, changes in, and variances from the following responses.

25 Responding Party reserves the right to change all of the responses provided below
26 as additional facts are ascertained, analyses are made, legal research is completed,
27 contentions are established, and documents are located. Moreover, any and all responses
28 contained herein are disclosed for the purpose of this litigation only.

1 If any information within the scope of the attorney-client privilege or the attorney
2 work product doctrine is disclosed in this response, Responding Party has not done so
3 intentionally and reserves its right to assert those privileges at any time in the future in
4 these proceedings. In addition, all evidentiary objections are reserved and no waiver of
5 any objections is to be implied from these responses. To the extent that these responses
6 might arguably waive an otherwise assertable objection or claim of privilege, such waiver
7 shall be limited to these responses only and shall not extend to any further discovery
8 requests or subpoenas.

9
10 **REQUESTS FOR ADMISSION:**

11 **REQUEST FOR ADMISSION NO. 1:**

12 Admit that you are not a creditor.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

14 Objection. This request contains an impermissible preface and instructions.

15 Objection. Responding Party objects to this request to the extent that this request
16 seeks information subject to the attorney-client privilege, and attorney work product
17 doctrine, and other applicable privileges.

18 Objection. This request seeks information not relevant to the subject matter of this
19 case and not reasonably calculated to lead to the discovery of admissible evidence.

20 Objection. This request seeks information subject to Responding Party's right to
21 privacy.

22 Objection. This request seeks information subject to the right to privacy of third
23 parties.

24 Objection. This request seeks information subject to Responding Party's right to
25 financial privacy, and/or the rights to financial privacy of third parties.

26 Objection. Vague, ambiguous, overbroad.

27 Objection. Calculated to harass the Responding Party.

28 Objection. To the extent that this request seeks information which can be

1 ascertained from matters of public record, such information is equally available to
2 Propounding Party.

3 Objection. Calls for speculation.

4 Objection. Calls for a legal conclusion.

5 Objection. Calls for information that is solely with the possession of third parties.

6 Objection to the extent that the Propounding Party already has the requested
7 documents in her possession, custody, or control.

8 Objection. The meaning of the term “creditor” is vague and overbroad.

9
10 **REQUEST FOR ADMISSION NO. 2:**

11 Admit that Plaintiff's Deed of Trust and note was not an asset for you.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

13 Objection. This request contains an impermissible preface and instructions.

14 Objection. Responding Party objects to this request to the extent that this request
15 seeks information subject to the attorney-client privilege, and attorney work product
16 doctrine, and other applicable privileges.

17 Objection. This request seeks information not relevant to the subject matter of this
18 case and not reasonably calculated to lead to the discovery of admissible evidence.

19 Objection. This request seeks information subject to Responding Party's right to
20 privacy.

21 Objection. This request seeks information subject to the right to privacy of third
22 parties.

23 Objection. This request seeks information subject to Responding Party's right to
24 financial privacy, and/or the rights to financial privacy of third parties.

25 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
26 oppressive.

27 Objection. Calculated to harass the Responding Party.

28 Objection. To the extent that this request seeks information which can be

1 ascertained from matters of public record, such information is equally available to
2 Propounding Party.

3 Objection. Calls for speculation.

4 Objection. Calls for a legal conclusion.

5 Objection. Calls for information that is solely with the possession of third parties.

6 Objection to the extent that the Propounding Party already has the requested
7 documents in her possession, custody, or control.

8 Objection. The meaning of the terms “Deed of Trust,” “note,” and “asset” are
9 vague and overbroad.

10
11 **REQUEST FOR ADMISSION NO. 3:**

12 Admit that "YOU" did not give anything of value to MERS for the Assignment of Deed
13 of Trust to MERS with instrument number 2017-0104809 recorded on March 7, 2017, for
14 Plaintiffs Note and Deed of Trust.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

16 Objection. This request contains an impermissible preface and instructions.

17 Objection. Responding Party objects to this request to the extent that this request
18 seeks information subject to the attorney-client privilege, and attorney work product
19 doctrine, and other applicable privileges.

20 Objection. This request seeks information not relevant to the subject matter of this
21 case and not reasonably calculated to lead to the discovery of admissible evidence.

22 Objection. This request seeks information subject to Responding Party’s right to
23 privacy.

24 Objection. This request seeks information subject to the right to privacy of third
25 parties.

26 Objection. This request seeks information subject to Responding Party’s right to
27 financial privacy, and/or the rights to financial privacy of third parties.

28 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and

1 oppressive.

2 Objection. Calculated to harass the Responding Party.

3 Objection. To the extent that this request seeks information which can be
4 ascertained from matters of public record, such information is equally available to
5 Propounding Party.

6 Objection. Calls for speculation.

7 Objection. Calls for a legal conclusion.

8 Objection. Calls for information that is solely with the possession of third parties.

9 Objection to the extent that the Propounding Party already has the requested
10 documents in her possession, custody, or control.

11 Objection. The meaning of the terms “Deed of Trust,” “Note,” and “value” are
12 vague, overbroad, and undefined.

13
14 **REQUEST FOR ADMISSION NO. 4:**

15 Admit that no accounting or report has ever been issued (and delivered to borrower) by
16 the source of funds for the origination of any alleged loan transaction with the borrower.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

18 Objection. This request contains an impermissible preface and instructions.

19 Objection. Responding Party objects to this request to the extent that this request
20 seeks information subject to the attorney-client privilege, and attorney work product
21 doctrine, and other applicable privileges.

22 Objection. This request seeks information not relevant to the subject matter of this
23 case and not reasonably calculated to lead to the discovery of admissible evidence.

24 Objection. This request seeks information subject to Responding Party’s right to
25 privacy.

26 Objection. This request seeks information subject to the right to privacy of third
27 parties.

28 Objection. This request seeks information subject to Responding Party’s right to

1 financial privacy, and/or the rights to financial privacy of third parties.

2 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
3 oppressive.

4 Objection. Calculated to harass the Responding Party.

5 Objection. To the extent that this request seeks information which can be
6 ascertained from matters of public record, such information is equally available to
7 Propounding Party.

8 Objection. Calls for speculation.

9 Objection. Calls for a legal conclusion.

10 Objection. Calls for information that is solely with the possession of third parties.

11 Objection to the extent that the Propounding Party already has the requested
12 documents in her possession, custody, or control.

13 Objection. The meaning of the terms “accounting,” “report,” “borrower,” “source
14 of funds,” and “any alleged loan transaction” are vague, overbroad, and undefined.

15
16 **REQUEST FOR ADMISSION NO. 5:**

17 Admit you are not the beneficiary of Plaintiffs Deed of Trust Instrument number 2007-
18 0191681.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

20 Objection. This request contains an impermissible preface and instructions.

21 Objection. Responding Party objects to this request to the extent that this request
22 seeks information subject to the attorney-client privilege, and attorney work product
23 doctrine, and other applicable privileges.

24 Objection. This request seeks information not relevant to the subject matter of this
25 case and not reasonably calculated to lead to the discovery of admissible evidence.

26 Objection. This request seeks information subject to Responding Party’s right to
27 privacy.

28 Objection. This request seeks information subject to the right to privacy of third

1 parties.

2 Objection. This request seeks information subject to Responding Party's right to
3 financial privacy, and/or the rights to financial privacy of third parties.

4 Objection. Vague, ambiguous.

5 Objection. Calculated to harass the Responding Party.

6 Objection. To the extent that this request seeks information which can be
7 ascertained from matters of public record, such information is equally available to
8 Propounding Party.

9 Objection. Calls for speculation.

10 Objection. Calls for a legal conclusion.

11 Objection. Calls for information that is solely with the possession of third parties.

12 Objection to the extent that the Propounding Party already has the requested
13 documents in her possession, custody, or control.

14
15 **REQUEST FOR ADMISSION NO. 6:**

16 Admit that "YOU" are not assigned any beneficial interest of Plaintiffs Deed of Trust.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

18 Objection. This request contains an impermissible preface and instructions.

19 Objection. Responding Party objects to this request to the extent that this request
20 seeks information subject to the attorney-client privilege, and attorney work product
21 doctrine, and other applicable privileges.

22 Objection. This request seeks information not relevant to the subject matter of this
23 case and not reasonably calculated to lead to the discovery of admissible evidence.

24 Objection. This request seeks information subject to Responding Party's right to
25 privacy.

26 Objection. This request seeks information subject to the right to privacy of third
27 parties.

28 Objection. This request seeks information subject to Responding Party's right to

financial privacy, and/or the rights to financial privacy of third parties.

Objection. Vague, ambiguous, overbroad.

Objection. Calculated to harass the Responding Party.

Objection. To the extent that this request seeks information which can be ascertained from matters of public record, such information is equally available to Propounding Party.

Objection. Calls for speculation.

Objection. Calls for a legal conclusion.

Objection. Calls for information that is solely with the possession of third parties.

Objection to the extent that the Propounding Party already has the requested documents in her possession, custody, or control.

REQUEST FOR ADMISSION NO. 7:

Admit that "YOU" are not the holder of the beneficial interest of Plaintiffs Note.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Objection. This request contains an impermissible preface and instructions.

Objection. Responding Party objects to this request to the extent that this request seeks information subject to the attorney-client privilege, and attorney work product doctrine, and other applicable privileges.

Objection. This request seeks information not relevant to the subject matter of this case and not reasonably calculated to lead to the discovery of admissible evidence.

Objection. This request seeks information subject to Responding Party's right to privacy.

Objection. This request seeks information subject to the right to privacy of third parties.

Objection. This request seeks information subject to Responding Party's right to financial privacy, and/or the rights to financial privacy of third parties.

Objection. Vague, ambiguous, overbroad.

1 Objection. Calculated to harass the Responding Party.

2 Objection. To the extent that this request seeks information which can be
3 ascertained from matters of public record, such information is equally available to
4 Propounding Party.

5 Objection. Calls for speculation.

6 Objection. Calls for a legal conclusion.

7 Objection. Calls for information that is solely with the possession of third parties.

8 Objection to the extent that the Propounding Party already has the requested
9 documents in her possession, custody, or control.

10 Objection. The meaning of the term "Plaintiff's Note" is vague, overbroad, and
11 undefined.

12
13 **REQUEST FOR ADMISSION NO. 8:**

14 Admit that "YOU" are not the holder the beneficial interest of Plaintiffs Deed of Trust.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

16 Objection. This request contains an impermissible preface and instructions.

17 Objection. Responding Party objects to this request to the extent that this request
18 seeks information subject to the attorney-client privilege, and attorney work product
19 doctrine, and other applicable privileges.

20 Objection. This request seeks information not relevant to the subject matter of this
21 case and not reasonably calculated to lead to the discovery of admissible evidence.

22 Objection. This request seeks information subject to Responding Party's right to
23 privacy.

24 Objection. This request seeks information subject to the right to privacy of third
25 parties.

26 Objection. This request seeks information subject to Responding Party's right to
27 financial privacy, and/or the rights to financial privacy of third parties.

28 Objection. Vague, ambiguous, overbroad.

1 Objection. Calculated to harass the Responding Party.

2 Objection. To the extent that this request seeks information which can be
3 ascertained from matters of public record, such information is equally available to
4 Propounding Party.

5 Objection. Calls for speculation.

6 Objection. Calls for a legal conclusion.

7 Objection. Calls for information that is solely with the possession of third parties.

8 Objection to the extent that the Propounding Party already has the requested
9 documents in her possession, custody, or control.

10 Objection. The meaning of the term "Deed of Trust" is vague, overbroad, and
11 undefined.

12

13 **REQUEST FOR ADMISSION NO. 9:**

14 Admit MERS did not transfer any beneficial interest from Plaintiffs Note to "YOU".

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

16 Objection. This request contains an impermissible preface and instructions.

17 Objection. Responding Party objects to this request to the extent that this request
18 seeks information subject to the attorney-client privilege, and attorney work product
19 doctrine, and other applicable privileges.

20 Objection. This request seeks information not relevant to the subject matter of this
21 case and not reasonably calculated to lead to the discovery of admissible evidence.

22 Objection. This request seeks information subject to Responding Party's right to
23 privacy.

24 Objection. This request seeks information subject to the right to privacy of third
25 parties.

26 Objection. This request seeks information subject to Responding Party's right to
27 financial privacy, and/or the rights to financial privacy of third parties.

28 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and

1 oppressive.

2 Objection. Calculated to harass the Responding Party.

3 Objection. To the extent that this request seeks information which can be
4 ascertained from matters of public record, such information is equally available to
5 Propounding Party.

6 Objection. Calls for speculation.

7 Objection. Calls for a legal conclusion.

8 Objection. Calls for information that is solely with the possession of third parties.

9 Objection to the extent that the Propounding Party already has the requested
10 documents in her possession, custody, or control.

11 Objection. The meaning of the terms "transfer," and "Plaintiff's Note" are vague,
12 overbroad, and undefined.

13
14 **REQUEST FOR ADMISSION NO. 10:**

15 Admit that "YOU" do not hold any beneficiary interest of Plaintiffs Deed of Trust dated
16 March 21, 2007.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

18 Objection. This request contains an impermissible preface and instructions.

19 Objection. Responding Party objects to this request to the extent that this request
20 seeks information subject to the attorney-client privilege, and attorney work product
21 doctrine, and other applicable privileges.

22 Objection. This request seeks information not relevant to the subject matter of this
23 case and not reasonably calculated to lead to the discovery of admissible evidence.

24 Objection. This request seeks information subject to Responding Party's right to
25 privacy.

26 Objection. This request seeks information subject to the right to privacy of third
27 parties.

28 Objection. This request seeks information subject to Responding Party's right to

financial privacy, and/or the rights to financial privacy of third parties.

Objection. Vague, ambiguous, overbroad.

Objection. Calculated to harass the Responding Party.

Objection. To the extent that this request seeks information which can be ascertained from matters of public record, such information is equally available to Propounding Party.

Objection. Calls for speculation.

Objection. Calls for a legal conclusion.

Objection. Calls for information that is solely with the possession of third parties.

Objection to the extent that the Propounding Party already has the requested documents in her possession, custody, or control.

REQUEST FOR ADMISSION NO. 11:

Admit that the Loan Originator was paid by third parties, not disclosed to the Borrower.

RESPONSE TO REQUEST FOR ADMISSION NO. 11:

Objection. This request contains an impermissible preface and instructions.

Objection. Responding Party objects to this request to the extent that this request seeks information subject to the attorney-client privilege, and attorney work product doctrine, and other applicable privileges.

Objection. This request seeks information not relevant to the subject matter of this case and not reasonably calculated to lead to the discovery of admissible evidence.

Objection. This request seeks information subject to Responding Party's right to privacy.

Objection. This request seeks information subject to the right to privacy of third parties.

Objection. This request seeks information subject to Responding Party's right to financial privacy, and/or the rights to financial privacy of third parties.

Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and

1 oppressive.

2 Objection. Calculated to harass the Responding Party.

3 Objection. To the extent that this request seeks information which can be
4 ascertained from matters of public record, such information is equally available to
5 Propounding Party.

6 Objection. Calls for speculation.

7 Objection. Calls for a legal conclusion.

8 Objection. Calls for information that is solely with the possession of third parties.

9 Objection to the extent that the Propounding Party already has the requested
10 documents in her possession, custody, or control.

11 Objection. The meaning of the terms “Loan Originator,” “Borrower,” and “paid by
12 third parties” are vague, overbroad, and undefined.

13
14 **REQUEST FOR ADMISSION NO. 12:**

15 Admit that there was never any memorialized monetary transaction between YOU and
16 MERS.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

18 Objection. This request contains an impermissible preface and instructions.

19 Objection. Responding Party objects to this request to the extent that this request
20 seeks information subject to the attorney-client privilege, and attorney work product
21 doctrine, and other applicable privileges.

22 Objection. This request seeks information not relevant to the subject matter of this
23 case and not reasonably calculated to lead to the discovery of admissible evidence.

24 Objection. This request seeks information subject to Responding Party’s right to
25 privacy.

26 Objection. This request seeks information subject to the right to privacy of third
27 parties.

28 Objection. This request seeks information subject to Responding Party’s right to

1 financial privacy, and/or the rights to financial privacy of third parties.

2 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
3 oppressive.

4 Objection. Calculated to harass the Responding Party.

5 Objection. To the extent that this request seeks information which can be
6 ascertained from matters of public record, such information is equally available to
7 Propounding Party.

8 Objection. Calls for speculation.

9 Objection. Calls for a legal conclusion.

10 Objection. Calls for information that is solely with the possession of third parties.

11 Objection to the extent that the Propounding Party already has the requested
12 documents in her possession, custody, or control.

13 Objection. The meaning of the terms “any memorialized monetary transaction,”
14 are vague, overbroad, and undefined.

15
16 **REQUEST FOR ADMISSION NO. 13:**

17 Admit that the amount listed in the Notice of Default on November 2, 2017, #2017-
18 0513 311, recorded in the San Diego County Recorder's Office, did not match the
19 amount that was reported to investors of the U.S. BANK NATIONAL ASSOCIATION
20 AS TRUSTEE RELATING TO CHEVY CHASE FUNDING LLC MORTGAGE
21 BACKED CERTIFICATES SERIES 2007-2 as required under Regulation AB Item
22 1122(4)(v).

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

24 Objection. This request contains an impermissible preface and instructions.

25 Objection. Responding Party objects to this request to the extent that this request
26 seeks information subject to the attorney-client privilege, and attorney work product
27 doctrine, and other applicable privileges.

28 Objection. This request seeks information not relevant to the subject matter of this

case and not reasonably calculated to lead to the discovery of admissible evidence.

Objection. This request seeks information subject to Responding Party's right to privacy.

Objection. This request seeks information subject to the right to privacy of third parties.

Objection. This request seeks information subject to Responding Party's right to financial privacy, and/or the rights to financial privacy of third parties.

Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and oppressive.

Objection. Calculated to harass the Responding Party.

Objection. To the extent that this request seeks information which can be ascertained from matters of public record, such information is equally available to Propounding Party.

Objection. Calls for speculation.

Objection. Calls for a legal conclusion.

Objection. Calls for information that is solely with the possession of third parties.

Objection to the extent that the Propounding Party already has the requested documents in her possession, custody, or control.

Objection. The meaning of the terms "amount," "reported," "investors," "reported to investors" "as required under Regulation AB Item 1122(4)(v)" are vague, overbroad, and undefined.

REQUEST FOR ADMISSION NO. 14:

Admit that U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE RELATING TO CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES SERIES 2007-2 does not exist.

RESPONSE TO REQUEST FOR ADMISSION NO. 14:

Objection. This request contains an impermissible preface and instructions.

1 Objection. Responding Party objects to this request to the extent that this request
2 seeks information subject to the attorney-client privilege, and attorney work product
3 doctrine, and other applicable privileges.

4 Objection. This request seeks information not relevant to the subject matter of this
5 case and not reasonably calculated to lead to the discovery of admissible evidence.

6 Objection. This request seeks information subject to Responding Party's right to
7 privacy.

8 Objection. This request seeks information subject to the right to privacy of third
9 parties.

10 Objection. This request seeks information subject to Responding Party's right to
11 financial privacy, and/or the rights to financial privacy of third parties.

12 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
13 oppressive.

14 Objection. Calculated to harass the Responding Party.

15 Objection. To the extent that this request seeks information which can be
16 ascertained from matters of public record, such information is equally available to
17 Propounding Party.

18 Objection. Calls for speculation.

19 Objection. Calls for a legal conclusion.

20 Objection. Calls for information that is solely with the possession of third parties.

21 Objection to the extent that the Propounding Party already has the requested
22 documents in her possession, custody, or control.

23 Objection. The meaning of the terms "exist" and "does not exist" are vague,
24 overbroad, and undefined.

25
26 **REQUEST FOR ADMISSION NO. 15:**

27 Admit that misrepresentations were made to the Superior Court County of San Diego that
28 the "YOU" were the beneficiary and proper foreclosing party.

RESPONSE TO REQUEST FOR ADMISSION NO. 15:

Objection. This request contains an impermissible preface and instructions.

Objection. Responding Party objects to this request to the extent that this request seeks information subject to the attorney-client privilege, and attorney work product doctrine, and other applicable privileges.

Objection. This request seeks information not relevant to the subject matter of this case and not reasonably calculated to lead to the discovery of admissible evidence.

Objection. This request seeks information subject to Responding Party's right to privacy.

Objection. This request seeks information subject to the right to privacy of third parties.

Objection. This request seeks information subject to Responding Party's right to financial privacy, and/or the rights to financial privacy of third parties.

Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and oppressive.

Objection. Calculated to harass the Responding Party.

Objection. To the extent that this request seeks information which can be ascertained from matters of public record, such information is equally available to Propounding Party.

Objection. Calls for speculation.

Objection. Calls for a legal conclusion.

Objection. Calls for information that is solely with the possession of third parties.

Objection to the extent that the Propounding Party already has the requested documents in her possession, custody, or control.

Objection. The meaning of the terms "misrepresentations," "were made to the Superior Court County of San Diego," "the beneficiary," and "proper foreclosing party" are vague, overbroad, and undefined.

REQUEST FOR ADMISSION NO. 16:

Admit that no due diligence was conducted by YOU as to whether the note and deed of trust at issue in this litigation was ever properly assigned to YOU pursuant to the requirements of the Pooling & Servicing Agreement and 424B Prospectus.

RESPONSE TO REQUEST FOR ADMISSION NO. 16:

Objection. This request contains an impermissible preface and instructions.

Objection. Responding Party objects to this request to the extent that this request seeks information subject to the attorney-client privilege, and attorney work product doctrine, and other applicable privileges.

Objection. This request seeks information not relevant to the subject matter of this case and not reasonably calculated to lead to the discovery of admissible evidence.

Objection. This request seeks information subject to Responding Party's right to privacy.

Objection. This request seeks information subject to the right to privacy of third parties.

Objection. This request seeks information subject to Responding Party's right to financial privacy, and/or the rights to financial privacy of third parties.

Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and oppressive.

Objection. Calculated to harass the Responding Party.

Objection. To the extent that this request seeks information which can be ascertained from matters of public record, such information is equally available to Propounding Party.

Objection. Calls for speculation.

Objection. Calls for a legal conclusion.

Objection. Calls for information that is solely with the possession of third parties.

Objection to the extent that the Propounding Party already has the requested documents in her possession, custody, or control.

1 Objection. The meaning of the terms “due diligence,” “conducted,” “note,” “deed
2 of trust,” “properly assigned,” “pursuant to the requirements of the Pooling & Servicing
3 Agreement and 424B Prospectus” are vague, overbroad, and undefined.

4
5 **REQUEST FOR ADMISSION NO. 17:**

6 Admit that third parties have made contributions to Plaintiffs' account by way of, but not
7 limited to, advances, credit default swaps, insurance or government funds.

8 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

9 Objection. This request contains an impermissible preface and instructions.

10 Objection. Responding Party objects to this request to the extent that this request
11 seeks information subject to the attorney-client privilege, and attorney work product
12 doctrine, and other applicable privileges.

13 Objection. This request seeks information not relevant to the subject matter of this
14 case and not reasonably calculated to lead to the discovery of admissible evidence.

15 Objection. This request seeks information subject to Responding Party’s right to
16 privacy.

17 Objection. This request seeks information subject to the right to privacy of third
18 parties.

19 Objection. This request seeks information subject to Responding Party’s right to
20 financial privacy, and/or the rights to financial privacy of third parties.

21 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
22 oppressive.

23 Objection. Calculated to harass the Responding Party.

24 Objection. To the extent that this request seeks information which can be
25 ascertained from matters of public record, such information is equally available to
26 Propounding Party.

27 Objection. Calls for speculation.

28 Objection. Calls for a legal conclusion.

1 Objection. Calls for information that is solely with the possession of third parties.
2 Objection to the extent that the Propounding Party already has the requested
3 documents in her possession, custody, or control.

4 Objection. The meaning of the terms “third parties,” “contributions,” “Plaintiff’s
5 account,” and “advances, credit default swaps, insurance or government funds,” are
6 vague, overbroad, and undefined.

7
8 **REQUEST FOR ADMISSION NO. 18:**

9 Admit that these contributions were never credited to Plaintiffs’ account.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

11 Objection. This request contains an impermissible preface and instructions.

12 Objection. Responding Party objects to this request to the extent that this request
13 seeks information subject to the attorney-client privilege, and attorney work product
14 doctrine, and other applicable privileges.

15 Objection. This request seeks information not relevant to the subject matter of this
16 case and not reasonably calculated to lead to the discovery of admissible evidence.

17 Objection. This request seeks information subject to Responding Party’s right to
18 privacy.

19 Objection. This request seeks information subject to the right to privacy of third
20 parties.

21 Objection. This request seeks information subject to Responding Party’s right to
22 financial privacy, and/or the rights to financial privacy of third parties.

23 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
24 oppressive.

25 Objection. Calculated to harass the Responding Party.

26 Objection. To the extent that this request seeks information which can be
27 ascertained from matters of public record, such information is equally available to
28 Propounding Party.

1 Objection. Calls for speculation.
2 Objection. Calls for a legal conclusion.
3 Objection. Calls for information that is solely with the possession of third parties.
4 Objection to the extent that the Propounding Party already has the requested
5 documents in her possession, custody, or control.
6 Objection. This request for admission is not self-contained.
7 Objection. The meaning of the terms “these contributions,” “Plaintiff’s account,”
8 and “credited,” are vague, overbroad, and undefined.
9

10 **REQUEST FOR ADMISSION NO. 19:**

11 Admit that the Assignment of Deed of Trust transferring plaintiff Deed to you was a
12 violation of New York Trust and IRS tax law.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:**

14 Objection. This request contains an impermissible preface and instructions.
15 Objection. Responding Party objects to this request to the extent that this request
16 seeks information subject to the attorney-client privilege, and attorney work product
17 doctrine, and other applicable privileges.
18 Objection. This request seeks information not relevant to the subject matter of this
19 case and not reasonably calculated to lead to the discovery of admissible evidence.
20 Objection. This request seeks information subject to Responding Party’s right to
21 privacy.
22 Objection. This request seeks information subject to the right to privacy of third
23 parties.
24 Objection. This request seeks information subject to Responding Party’s right to
25 financial privacy, and/or the rights to financial privacy of third parties.
26 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
27 oppressive.
28 Objection. Calculated to harass the Responding Party.

1 Objection. To the extent that this request seeks information which can be
2 ascertained from matters of public record, such information is equally available to
3 Propounding Party.

4 Objection. Calls for speculation.

5 Objection. Calls for a legal conclusion.

6 Objection. Calls for information that is solely with the possession of third parties.

7 Objection to the extent that the Propounding Party already has the requested
8 documents in her possession, custody, or control.

9 Objection. The meaning of the terms “Assignment,” “Deed of Trust” “transferring
10 plaintiff Deed to you,” “violation,” “New York Trust and IRS tax law” are vague,
11 overbroad, and undefined.

12
13 **REQUEST FOR ADMISSION NO. 20:**

14 Admit that CHEVY CHASE BANK F.S.B merged into to Capital One in 2009.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:**

16 Objection. This request contains an impermissible preface and instructions.

17 Objection. Responding Party objects to this request to the extent that this request
18 seeks information subject to the attorney-client privilege, and attorney work product
19 doctrine, and other applicable privileges.

20 Objection. This request seeks information not relevant to the subject matter of this
21 case and not reasonably calculated to lead to the discovery of admissible evidence.

22 Objection. This request seeks information subject to Responding Party’s right to
23 privacy.

24 Objection. This request seeks information subject to the right to privacy of third
25 parties.

26 Objection. This request seeks information subject to Responding Party’s right to
27 financial privacy, and/or the rights to financial privacy of third parties.

28 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and

1 oppressive.

2 Objection. Calculated to harass the Responding Party.

3 Objection. To the extent that this request seeks information which can be
4 ascertained from matters of public record, such information is equally available to
5 Propounding Party.

6 Objection. Calls for speculation.

7 Objection. Calls for a legal conclusion.

8 Objection. Calls for information that is solely with the possession of third parties.

9 Objection to the extent that the Propounding Party already has the requested
10 documents in her possession, custody, or control.

11
12 **REQUEST FOR ADMISSION NO. 21:**

13 Admit that Capital One became the beneficial holder in 2009.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 21:**

15 Objection. This request contains an impermissible preface and instructions.

16 Objection. Responding Party objects to this request to the extent that this request
17 seeks information subject to the attorney-client privilege, and attorney work product
18 doctrine, and other applicable privileges.

19 Objection. This request seeks information not relevant to the subject matter of this
20 case and not reasonably calculated to lead to the discovery of admissible evidence.

21 Objection. This request seeks information subject to Responding Party's right to
22 privacy.

23 Objection. This request seeks information subject to the right to privacy of third
24 parties.

25 Objection. This request seeks information subject to Responding Party's right to
26 financial privacy, and/or the rights to financial privacy of third parties.

27 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
28 oppressive.

1 Objection. Calculated to harass the Responding Party.

2 Objection. To the extent that this request seeks information which can be
3 ascertained from matters of public record, such information is equally available to
4 Propounding Party.

5 Objection. Calls for speculation.

6 Objection. Calls for a legal conclusion.

7 Objection. Calls for information that is solely with the possession of third parties.

8 Objection to the extent that the Propounding Party already has the requested
9 documents in her possession, custody, or control.

10 Objection. The meaning of the terms “became the beneficial holder” are vague,
11 overbroad, and undefined.

12
13 **REQUEST FOR ADMISSION NO. 22:**

14 Admit that CHEVY CHASE BANK F.S.B sold and transferred Plaintiffs note to Chevy
15 Chase Funding LLC Mortgage trust in 2007-2.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

17 Objection. This request contains an impermissible preface and instructions.

18 Objection. Responding Party objects to this request to the extent that this request
19 seeks information subject to the attorney-client privilege, and attorney work product
20 doctrine, and other applicable privileges.

21 Objection. This request seeks information not relevant to the subject matter of this
22 case and not reasonably calculated to lead to the discovery of admissible evidence.

23 Objection. This request seeks information subject to Responding Party’s right to
24 privacy.

25 Objection. This request seeks information subject to the right to privacy of third
26 parties.

27 Objection. This request seeks information subject to Responding Party’s right to
28 financial privacy, and/or the rights to financial privacy of third parties.

1 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
2 oppressive.

3 Objection. Calculated to harass the Responding Party.

4 Objection. To the extent that this request seeks information which can be
5 ascertained from matters of public record, such information is equally available to
6 Propounding Party.

7 Objection. Calls for speculation.

8 Objection. Calls for a legal conclusion.

9 Objection. Calls for information that is solely with the possession of third parties.

10 Objection to the extent that the Propounding Party already has the requested
11 documents in her possession, custody, or control.

12 Objection. The meaning of the terms "sold and transferred," "Plaintiffs note," and
13 "2007-2" are vague, overbroad, and undefined.

14
15 **REQUEST FOR ADMISSION NO. 23:**

16 Admit "YOU" are the Trustee of the Securitization Trust Chevy Chase Funding LLC
17 Mortgage-Backed certificates series 2007-2.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 23:**

19 Objection. This request contains an impermissible preface and instructions.

20 Objection. Responding Party objects to this request to the extent that this request
21 seeks information subject to the attorney-client privilege, and attorney work product
22 doctrine, and other applicable privileges.

23 Objection. This request seeks information not relevant to the subject matter of this
24 case and not reasonably calculated to lead to the discovery of admissible evidence.

25 Objection. This request seeks information subject to Responding Party's right to
26 privacy.

27 Objection. This request seeks information subject to the right to privacy of third
28 parties.

1 Objection. This request seeks information subject to Responding Party's right to
2 financial privacy, and/or the rights to financial privacy of third parties.

3 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
4 oppressive.

5 Objection. Calculated to harass the Responding Party.

6 Objection. To the extent that this request seeks information which can be
7 ascertained from matters of public record, such information is equally available to
8 Propounding Party.

9 Objection. Calls for speculation.

10 Objection. Calls for a legal conclusion.

11 Objection. Calls for information that is solely with the possession of third parties.

12 Objection to the extent that the Propounding Party already has the requested
13 documents in her possession, custody, or control.

14
15 **REQUEST FOR ADMISSION NO. 24:**

16 Admit that MERS never had Plaintiff's Note as an asset to sign to you.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 24:**

18 Objection. This request contains an impermissible preface and instructions.

19 Objection. Responding Party objects to this request to the extent that this request
20 seeks information subject to the attorney-client privilege, and attorney work product
21 doctrine, and other applicable privileges.

22 Objection. This request seeks information not relevant to the subject matter of this
23 case and not reasonably calculated to lead to the discovery of admissible evidence.

24 Objection. This request seeks information subject to Responding Party's right to
25 privacy.

26 Objection. This request seeks information subject to the right to privacy of third
27 parties.

28 Objection. This request seeks information subject to Responding Party's right to

1 financial privacy, and/or the rights to financial privacy of third parties.

2 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
3 oppressive.

4 Objection. Calculated to harass the Responding Party.

5 Objection. To the extent that this request seeks information which can be
6 ascertained from matters of public record, such information is equally available to
7 Propounding Party.

8 Objection. Calls for speculation.

9 Objection. Calls for a legal conclusion.

10 Objection. Calls for information that is solely with the possession of third parties.

11 Objection to the extent that the Propounding Party already has the requested
12 documents in her possession, custody, or control.

13 Objection. The meaning of the terms “never had Plaintiff’s Note,” “as an asset,”
14 “to sign to” are vague, overbroad, and undefined.

15
16 **REQUEST FOR ADMISSION NO. 25:**

17 Admit that the Plaintiff’s note is held in Chevy Chase Funding LLC Mortgage-Backed
18 certificates series 2007-2 until May 25, 2048.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 25:**

20 Objection. This request contains an impermissible preface and instructions.

21 Objection. Responding Party objects to this request to the extent that this request
22 seeks information subject to the attorney-client privilege, and attorney work product
23 doctrine, and other applicable privileges.

24 Objection. This request seeks information not relevant to the subject matter of this
25 case and not reasonably calculated to lead to the discovery of admissible evidence.

26 Objection. This request seeks information subject to Responding Party’s right to
27 privacy.

28 Objection. This request seeks information subject to the right to privacy of third

parties.

Objection. This request seeks information subject to Responding Party's right to financial privacy, and/or the rights to financial privacy of third parties.

Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and oppressive.

Objection. Calculated to harass the Responding Party.

Objection. To the extent that this request seeks information which can be ascertained from matters of public record, such information is equally available to Propounding Party.

Objection. Calls for speculation.

Objection. Calls for a legal conclusion.

Objection. Calls for information that is solely with the possession of third parties.

Objection to the extent that the Propounding Party already has the requested documents in her possession, custody, or control.

Objection. The meaning of the terms "Plaintiff's Note," "is held" are vague, overbroad, and undefined.

REQUEST FOR ADMISSION NO. 26:

Admit that MERS had no right to transfer the Plaintiff's note Chevy Chase Funding LLC Mortgage-Backed certificates series 2007-2.

RESPONSE TO REQUEST FOR ADMISSION NO. 26:

Objection. This request contains an impermissible preface and instructions.

Objection. Responding Party objects to this request to the extent that this request seeks information subject to the attorney-client privilege, and attorney work product doctrine, and other applicable privileges.

Objection. This request seeks information not relevant to the subject matter of this case and not reasonably calculated to lead to the discovery of admissible evidence.

Objection. This request seeks information subject to Responding Party's right to

1 privacy.

2 Objection. This request seeks information subject to the right to privacy of third
3 parties.

4 Objection. This request seeks information subject to Responding Party's right to
5 financial privacy, and/or the rights to financial privacy of third parties.

6 Objection. Vague, ambiguous, overbroad, compound, unduly burdensome and
7 oppressive.

8 Objection. Calculated to harass the Responding Party.

9 Objection. To the extent that this request seeks information which can be
10 ascertained from matters of public record, such information is equally available to
11 Propounding Party.

12 Objection. Calls for speculation.

13 Objection. Calls for a legal conclusion.

14 Objection. Calls for information that is solely with the possession of third parties.

15 Objection to the extent that the Propounding Party already has the requested
16 documents in her possession, custody, or control.

17 Objection. The meaning of the terms "had no right," "to transfer," "Plaintiff's
18 note" are vague, overbroad, and undefined.

19 DATED: December 14, 2022

THE RYAN FIRM
A Professional Corporation

21 By: 
22 TIMOTHY M. RYAN
23 ANDREW J. MASE
24 ROSTY G. GORE
25 Attorneys for Attorneys for
26 Defendants U.S. Bank National
27 Association as Trustee relating to
28 Chevy Chase Funding LLC, Mortgage
Back Certificates, Series 2007-2;
Mortgage Electronic Registration
Systems, Inc.; and Specialized Loan
Servicing, LLC

PROOF OF SERVICE

I am over the age of eighteen years and not a party to the within action. I am employed by The Ryan Firm, whose business address is: 2603 Main Street, Suite 1225, Irvine, CA 92614.

On December 14, 2022, I served the within document(s) described as:
DEFENDANT U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE RELATING TO CHEVY CHASE FUNDING LLC MORTGAGE-BACKED CERTIFICATES SERIES 2007-2'S RESPONSES TO PLAINTIFF LEENA HANNONEN'S REQUEST FOR ADMISSION, SET ONE on the interested parties in this action:

☒ by placing ☐ the original ☒ true copy(ies) thereof enclosed in sealed envelope(s)
☒ addressed as follows: ☐ addressed as stated on the attached mailing list.

Name & Address	Telephone / Fax / E-mail	Role
Leena Hannonen 1216 California Street, Huntington Beach, CA 92648	Tel: 760-703-7708 Fax: Email: leenaimages@gmail.com	Plaintiff in Pro Per
DOLL AMIR & ELEY LLP Hunter R. Eley Amy I. Borlund 725 S. Figueroa Street, Suite 3275 Los Angeles, CA 90017	Tel: (213) 542-3380 Fax: (213) 542-3381 Email: heley@dollamir.com aborlund@dollamir.com	Attorneys for Defendant Chevy Chase Bank, FSB n/k/a/ Capital One, N.A.

☒ **BY MAIL** (Code Civ. Proc. § 1013(a))—I deposited such envelope(s) for processing in the mailroom in our offices. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California, in the ordinary course of business. I am aware that on motion of a party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 14, 2022, at Irvine, California.


LAUREN MCNEESE

Agnes Bradshaw

San Diego County

1. **DOC# 2017-0490147** (duplicate)
 - o Date: Oct 20, 2017 / Aug 25, 2017
 - o Property: APN 168-340-03-05
 - o Notary: Agnes Bradshaw / Ami McKernan
2. **DOC# 2017-0544186** (duplicate)
 - o Date: Nov 22, 2017 / Nov 14, 2017
 - o Property: APN 634-171-10-00
 - o Notary: Agnes Bradshaw / Ami McKernan
3. **DOC# 2017-0439136**
 - o Date: Sep 25, 2017
 - o Property: APN 291-121-23-00
4. **DOC# 2017-0207713**
 - o Date: May 09, 2017
 - o Property: APN 378-372-27-00
5. **DOC# 2018-0280634**
 - o Date: Jul 10, 2018
 - o Property: APN 545-622-13-00
6. **DOC# 2017-0401859**
 - o Date: Aug 31, 2017
 - o Property: APN 584-101-03-00
7. **DOC# 2017-0312341**
 - o Date: Jul 11, 2017
 - o Property: APN 257-170-27-00

Fresno County

1. **DOC# 2017-0136740-00** (duplicate)
 - o Date: Oct 20, 2017 / Oct 12, 2017
 - o Property: APN 498-165-04
 - o Notary: Agnes Bradshaw / Ami McKernan
2. **DOC# 2018-0152851** (duplicate)
 - o Date: Dec 24, 2018 / Aug 21, 2017
 - o Property: APN 402-384-07
 - o Notary: Agnes Bradshaw / Ami McKernan

Orange County

1. **Document Number: 2017000363214** (Page 1)
 - o Date: Aug 25, 2017
 - o Property: APN 623-646-02

2. **Document Number: 2017000382904** (Page 2)

- Date: Sep 08, 2017
- Property: APN 939-351-44

Los Angeles County

1. **20170783476**

- Date: Jul 13, 2017
- Property: APN 2532-014-016

2. **20170987408**

- Date: Aug 30, 2017
- Property: APN 3042-013-024

3. **20170987409**

- Date: Aug 30, 2017
- Property: APN 3042-013-024

4. **20171007655**

- Date: Sep 06, 2017
- Property: APN 2660-013-033

5. **20171009679**

- Date: Sep 06, 2017
- Property: APN 8232-026-061

6. **20171009680**

- Date: Sep 06, 2017
- Property: APN 3019-045-056

7. **20171031034**

- Date: Sep 12, 2017
- Property: APN 8471-023-010

8. **20171038452**

- Date: Sep 13, 2017
- Property: APN 8471-023-010

9. **20171085838**

- Date: Sep 22, 2017
- Property: APN 2106-027-028

10. **20171119808**

- Date: Sep 29, 2017
- Property: APN 2014-012-017

11. **20171131978**

- Date: Oct 03, 2017
- Property: APN 4016-026-050

12. **20171141918**

- Date: Oct 05, 2017
- Property: APN 2436-008-018

13. **20171142823**

- Date: Oct 05, 2017
- Property: APN 4009-029-009

Sonoma County

1. 2018002902

- Date: Jan 10, 2018
- Property: APN 072-216-002-000

San Joaquin County

1. Doc# 2017-136082

- Date: Nov 21, 2017 / Nov 15, 2017
- Property: APN 119-032-07
- TS No: 17-49480
- Notary: Agnes Bradshaw / Ami McKernan

Riverside County

1. DOC# 2017-0202567

- Date: May 19, 2017 / May 11, 2017
- Property: APN 446-083-013-7
- TS No: 17-47199
- Notary: Agnes Bradshaw / Ami McKernan

2. DOC# 2017-0282208

- Date: Jul 11, 2017 / Jul 03, 2017
- Property: APN 600-150-004-4
- TS No: 17-47744
- Notary: Agnes Bradshaw / Ami McKernan

3. DOC# 2017-0342129

- Date: Aug 17, 2017 / Aug 08, 2017
- Property: APN 264-292-014-4
- TS No: 17-48104
- Notary: Agnes Bradshaw / Ami McKernan

4. DOC# 2017-0367810

- Date: Sep 05, 2017 / Aug 25, 2017
- Property: APN 625-381-029-2
- TS No: 17-48517
- Notary: Agnes Bradshaw / Ami McKernan

5. DOC# 2017-0445259

- Date: Oct 26, 2017 / Oct 16, 2017
- Property: APN 339-151-006-8
- TS No: 17-49062
- Notary: Agnes Bradshaw / Ami McKernan

Kern County

1. **DOC# 000216180634**
 - o Date: Dec 15, 2016 / Dec 07, 2016
 - o Property: APN 538-042-07-00
 - o TS No: 16-44987
 - o Notary: Agnes Bradshaw / Ami McKernan
2. **DOC# 217121621**
 - o Date: Sep 11, 2017 / Aug 31, 2017
 - o Property: APN 113-022-06-00
 - o TS No: 17-48102
 - o Notary: Agnes Bradshaw / Ami McKernan
3. **DOC# 217164781**
 - o Date: Dec 05, 2017 / Nov 28, 2017
 - o Property: APN 199-052-17-00-8
 - o TS No: 17-49844
 - o Notary: Agnes Bradshaw / Mark McCloskey (note: different signer)

34 TOTAL

ASSIGNMENTS NOTARIZED BY AUTUMN R. CARNEGIE

ORANGE COUNTY, CALIFORNIA

1. **DOC# 2016000486566**
 - o Date: 10-4-16 (October 4, 2016)
 - o APN: 930-53-613
2. **DOC# 2016000496888**
 - o Date: 10-7-16 (October 7, 2016)
 - o APN: 612-101-41

LOS ANGELES COUNTY, CALIFORNIA

1. **DOC# 20190048355**
 - o Date: 1-14-19 (January 14, 2019)
 - o APN: 2861-054-146
2. **DOC# 20190048366**
 - o Date: 1-14-19 (January 14, 2019)
 - o APN: 2861-054-146
3. **DOC# 20190048404**
 - o Date: 1-16-19 (January 16, 2019)
 - o APN: 5420-005-001

4. **DOC# 20190050951**
 - o Date: 1-16-19 (January 16, 2019)
 - o APN: 6076-027-025
 5. **DOC# 20190044299**
 - o Date: 1-14-19 (January 14, 2019)
 - o APN: 2527-007-009
 6. **DOC# 20181245805**
 - o Date: 12-15-18 (December 15, 2018)
 - o APN: 4444-009-026
 7. **DOC# 20181218382**
 - o Date: 12-3-18 (December 3, 2018)
 - o APN: 8161-030-013
-

SAN DIEGO COUNTY, CALIFORNIA

1. **DOC# 2017-0061700**
 - o Date: 2-3-17 (February 3, 2017)
 - o APN: 6261121704
2. **DOC# 2017-0061830**
 - o Date: 2-3-17 (February 3, 2017)
 - o APN: 6437103100
3. **DOC# 2017-0062656**
 - o Date: 2-6-17 (February 6, 2017)
 - o APN: 381-503-21
4. **DOC# 2017-0066488**
 - o Date: 2-7-17 (February 7, 2017)
 - o APN: 641-211-29-00
5. **DOC# 2017-0066746**
 - o Date: 2-7-17 (February 7, 2017)
 - o APN: 441-090-40-24
6. **DOC# 2017-0066772**
 - o Date: 2-7-17 (February 7, 2017)
 - o APN: 318-570-19-02
7. **DOC# 2017-0066893**
 - o Date: 2-8-17 (February 8, 2017)
 - o APN: 379-310-18
8. **DOC# 2017-0066914**
 - o Date: 2-9-17 (February 9, 2017)
 - o APN: 433-270-29-34
9. **DOC# 2017-0066996**
 - o Date: 2-7-17 (February 7, 2017)
 - o APN: 511-061-01
10. **DOC# 2017-0067127**
 - o Date: 2-8-17 (February 8, 2017)

- APN: 309-430-05-21
- 11. **DOC# 2017-0088599**
 - Date: 2-23-17 (February 23, 2017)
 - APN: 318-260-41
- 12. **DOC# 2017-0089783**
 - Date: 2-24-17 (February 24, 2017)
 - APN: 273-510-10
- 13. **DOC# 2017-0089825**
 - Date: 2-24-17 (February 24, 2017)
 - APN: 641-132-78-00
- 14. **DOC# 2017-0090041**
 - Date: 2-24-17 (February 24, 2017)
 - APN: 416-421-02
- 15. **DOC# 2017-0090092**
 - Date: 2-24-17 (February 24, 2017)
 - APN: 630-160-49-00
- 16. **DOC# 2017-0091395**
 - Date: 2-27-17 (February 27, 2017)
 - APN: 225-591-81
- 17. **DOC# 2017-0091571**
 - Date: 2-24-17 (February 24, 2017)
 - APN: 425-362-02-00
- 18. **DOC# 2017-0091588**
 - Date: 2-24-17 (February 24, 2017)
 - APN: 539-305-09-00
- 19. **DOC# 2017-0091684**
 - Date: 2-24-17 (February 24, 2017)
 - APN: 584-480-13-00
- 20. **DOC# 2017-0091744**
 - Date: 2-24-17 (February 24, 2017)
 - APN: 163-221-04-00
- 21. **DOC# 2017-0092103**
 - Date: 2-24-17 (February 24, 2017)
 - APN: 224-992-01
- 22. **DOC# 2017-0092108**
 - Date: 2-24-17 (February 24, 2017)
 - APN: 397-290-33-00
- 23. **DOC# 2017-0092179**
 - Date: 2-24-17 (February 24, 2017)
 - APN: 520-320-11
- 24. **DOC# 2017-0096131**
 - Date: 2-28-17 (February 28, 2017)
 - APN: 398-330-17-15
- 25. **DOC# 2017-0104139**
 - Date: 3-6-17 (March 6, 2017)
 - APN: 554-081-09

26. DOC# 2017-0104677

- Date: 3-6-17 (March 6, 2017)
- APN: 488-261-18-00

27. DOC# 2017-0104794

- Date: 3-6-17 (March 6, 2017)
- APN: 424-202-17

28. DOC# 2017-0104819

- Date: 3-6-17 (March 6, 2017)
- APN: 0311-200-37-40

29. DOC# 2017-0104820

- Date: 3-6-17 (March 6, 2017)
- APN: 534-024-20-20

30. DOC# 2017-0104936

- Date: 3-3-17 (March 3, 2017)
- APN: 6436312100

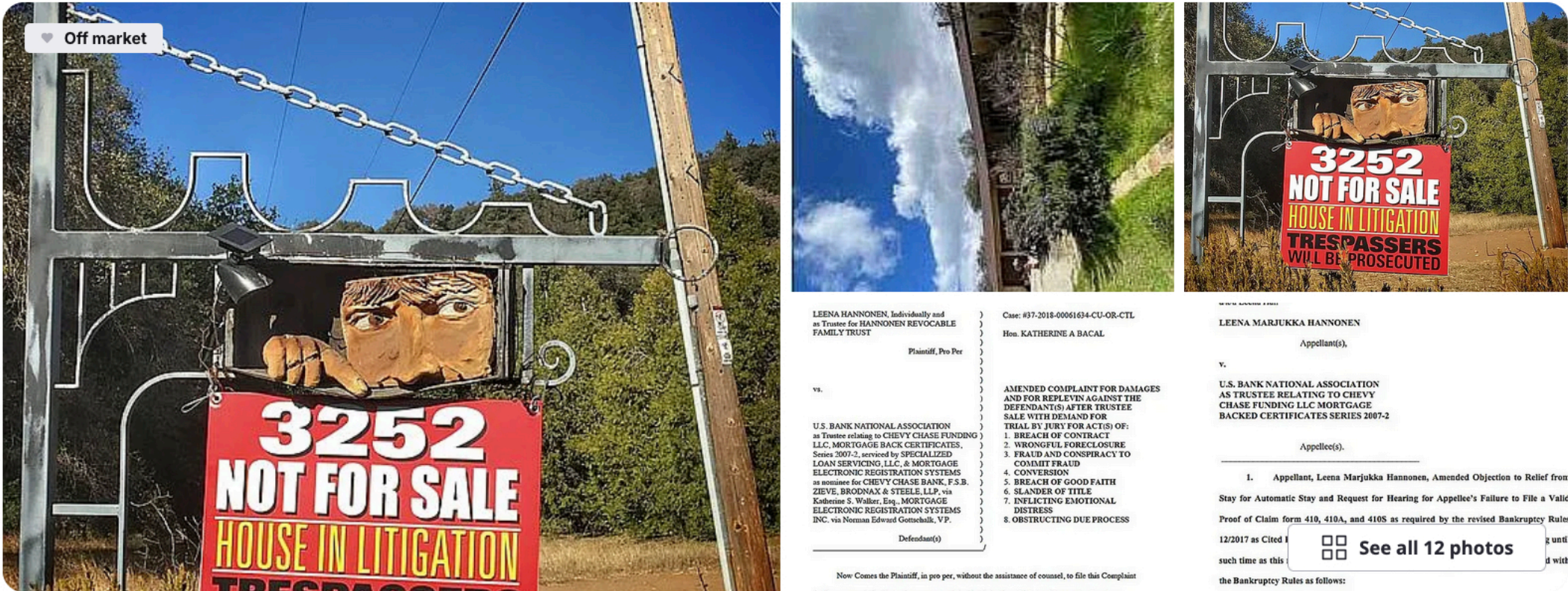
31. DOC# 2017-0105023

- Date: 3-29-17 (March 29, 2017)
- APN: 535-101-08

32. DOC# 2017-0105025

- Date: 3-29-17 (March 29, 2017)
- APN: 160-394-07-00

TOTAL 41



\$504,208

3252 Pine Hills Rd, Julian, CA 92036

2 beds

1 baths

1,888 sqft

Claim home

Est. refi payment: \$3,125/mo [Refinance your loan](#)

SingleFamily

Built in 1984

8.52 Acres Lot

\$-- Zestimate®

\$267/sqft

\$2,645 Estimated rent

Home value

Zestimate®

Not available

Estimated sales range

Not available

Rent Zestimate®

\$2,645/mo

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Zestimate® history

Home values

Rent Zestimate

Tax paid



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March 6, 2026

San Diego District Attorney's Office
Real Estate Fraud Unit

Re: Correction of Factual and Legal Errors in Case Closure Notice
Case #2022RE0346 / CMS #1600179 – Chevy Chase Bank Foreclosure

To the Real Estate Fraud Unit:

This letter corrects multiple factual and legal errors in your February 17, 2026 closure explanation and addresses your office's refusal to recognize conduct that you routinely prosecute as real estate fraud when the victim is someone else.

A San Diego Superior Court judge has already recognized forgery and fraud in this matter, granted cancellation of instruments, and described the evidence of forgery as "compelling" and "uncontroverted." The same types of forged and falsely recorded instruments your office has prosecuted in other cases—under Penal Code § 115 and related statutes—are present here in greater number, supported by sworn testimony, state certifications, and expert analysis. Yet your letter minimizes the conduct, misstates the outcome, and treats this as if it were a remote civil dispute outside your jurisdiction.

I am therefore setting out, issue by issue, what the court actually found, what the evidence shows, and how your own published policies and recent prosecutions contradict your decision to close this case.

ERROR #1 – Court's Finding of Forgery and Cancellation of Instruments

Your letter states that you are "glad that the civil judge awarded you the value of the property," implying that the civil court compensated me and resolved the matter.

Actual record:

- On May 20, 2024, Judge Katherine Bacal conducted a bench trial and described the forgery evidence as "compelling" and "uncontroverted" on the record.
- The court granted cancellation of instruments under California Civil Code § 3412 based on forgery and fraud.
- The judgment was then offset to net zero, meaning I received no monetary award, no restoration of title, and no possession of the property. U.S. Bank retained title and the foreclosure stood.
- I lost the home at 3252 Pine Hills Road, Julian, CA 92036, despite having proven forgery sufficient to obtain cancellation of instruments.

In other words, a San Diego judge has already found that key foreclosure and title documents in this case were procured by forgery and fraud. The absence of a financial or property recovery was due solely to how the judgment was structured—not because forgery or fraud was unproven. Treating this as a "win" that moots any criminal concern misstates the record and sidesteps the criminal acts that underlie that judgment.

ERROR #2 – Mischaracterization as a Single Pennsylvania Notary Issue

Your letter suggests that “the forged notary took place several years ago in Pennsylvania,” as if the matter involves a single, distant notarial irregularity.

Actual facts:

The evidence shows a pattern of forged instruments and missing notary records involving multiple notaries in multiple states, supported by sworn testimony, official state certifications, and expert analysis:

- Agnes Bradshaw – Colorado notary
 - Alleged signer of the Substitution of Trustee.
 - Testified under oath she never signed the Substitution of Trustee, and that document is not in her notary journal.
- Autumn Carnegie – Pennsylvania notary
 - Alleged signer of the Assignment of Deed of Trust.
 - Pennsylvania Secretary of State certification confirms she performed zero notarial acts during the three-week period when the documents were allegedly notarized.
 - Allegheny County Recorder of Deeds certification confirms no notary journal exists.
 - Court-approved handwriting expert Beth Chrisman testified under oath that her professional finding is that Autumn Carnegie did not sign the Assignment of Deed of Trust.
- Shane Thomas – California notary
 - Notary acknowledgment on the recorded Deed of Trust.
 - Certified letter from the Orange County Recorder’s Office confirms no notary journal exists.
- Andrew Buckelew – California notary
 - Notary acknowledgments on recorded documents.
 - Certified letter from the Orange County Recorder’s Office confirms no notary journal exists.

This is not “one Pennsylvania notary several years ago.” It is a documented pattern of forged instruments and missing mandatory notary records involving multiple notaries in multiple states, with those forged acknowledgments then used to support foreclosure and transfer of title. I provided your office with the sworn testimony, state certifications, expert report, and transcripts establishing these facts. Your letter reduces this to a single, remote incident and ignores the broader scheme.

ERROR #3 – Incorrect Statement That the Conduct Occurred Outside Your Jurisdiction

Your letter asserts that the conduct occurred outside San Diego County’s jurisdiction.

Actual jurisdictional facts:

- The forged instruments were recorded in the San Diego County Recorder's Office.
- Those instruments were used to initiate and complete foreclosure proceedings in San Diego County.
- Title to the property at 3252 Pine Hills Road, Julian, CA 92036—located in San Diego County—was transferred based on those forged and fraudulently acknowledged documents.

California Penal Code § 115(a) makes it a felony to knowingly file, register, or record a false or forged instrument in any public office within this state, where the instrument, if genuine, could be legally recorded. The crime under § 115 occurs at the point of offering or recording the false instrument in the county recorder's office, regardless of where the signature or notarial act was physically performed. The recording of forged instruments in the San Diego County Recorder's Office is precisely the conduct Penal Code § 115 targets.

Your own Real Estate Fraud Unit materials state that you review cases involving “fraudulent transfers of title of real property” and “recordation of fraudulent real estate documents” when they occur in San Diego County. That is exactly what occurred here: fraudulent, forged instruments were recorded in San Diego County and used to change title to a San Diego County property.

The foreclosure sale took place in San Diego County. The trustees operated in San Diego County. The property is located in San Diego County. Every meaningful step in the execution and impact of this fraud occurred within your jurisdiction. To characterize this as “outside our jurisdiction” is inconsistent with both the facts and your own published guidelines.

ERROR #4 – Mischaracterization as a Stale, Historical Event

Your letter implies that the events “happened several years ago” and are essentially historical.

Actual timeline (all previously provided to your office):

- 2022: I submitted a complaint to your office regarding forged instruments and the resulting foreclosure.
- May 20, 2024: Bench trial before Judge Bacal; the court characterized the forgery evidence as “compelling” and “uncontroverted” and granted cancellation of instruments.
- November 22, 2024: Order to Show Cause hearing, where the court acknowledged the forgery evidence but declined to void the recorded documents.
- September 12, 2025: Court granted expungement of the lis pendens while appeals were pending, further enabling disposition of the property based on the forged documents.
- February 2026: The property remained subject to ongoing efforts to sell or transfer based on the forged instruments that remain of record in San Diego County.

The forged instruments are still recorded. They are still being relied upon to assert ownership and attempt sale. The harm is ongoing and current. This is not a closed, stale event; it is a continuing fraud resting on forged public records.

CRIMINAL CONDUCT YOUR OFFICE IS DECLINING TO RECOGNIZE

Your closure letter treats this as a civil or jurisdictional matter, despite the fact that the conduct fits squarely within California's criminal statutes on forgery and filing false instruments and matches the type of cases your Real Estate Fraud Unit advertises it prosecutes.

The factual record and uncontroverted evidence in your file establish that at minimum the following offenses are implicated and warrant investigation:

- Filing false instruments – California Penal Code § 115(a): Knowingly offering or recording false or forged instruments (including assignments, substitutions of trustee, and deeds of trust) in the San Diego County Recorder's Office.
- Forgery – California Penal Code § 470: Forged notary signatures and acknowledgments on key real estate instruments, executed and used with intent to defraud.
- Perjury: Declarations under penalty of perjury submitted by bank attorneys and agents claiming authority derived from forged instruments and false chains of title.
- Grand theft: Acquisition and retention of a property valued in excess of \$500,000 through the use of forged and fraudulently recorded documents.
- Patterned, systematic conduct: A list of more than 69 forged instruments involving the same notaries across multiple properties and foreclosures, indicating organized document fabrication rather than isolated error.

EVIDENCE PROVIDED TO YOUR OFFICE

Among the evidence already submitted or offered to your office are:

- Sworn testimony from Colorado notary Agnes Bradshaw that she did not sign the Substitution of Trustee and that the document is absent from her notary journal.
- Pennsylvania Secretary of State certification confirming that notary Autumn Carnegie performed zero notarial acts during the period when the Assignment of Deed of Trust was allegedly notarized.
- Certification from the Allegheny County Recorder of Deeds that there is no notary journal for Autumn Carnegie.
- Expert handwriting analysis and report from court-approved forensic document examiner Beth Chrisman concluding that Autumn Carnegie did not sign the Assignment of Deed of Trust.
- Certified correspondence from the Orange County Recorder's Office confirming that no notary journals exist for California notaries Shane Thomas and Andrew Buckelew regarding these recorded documents.
- Trial and OSC transcripts in which the court describes the forgery evidence as "compelling" and "uncontroverted" and grants cancellation of instruments.
- Recorded assignments, substitutions, and deeds of trust bearing the disputed signatures and acknowledgments.
- A detailed list of 69+ forged instruments (by instrument number, notary, and property), demonstrating a repeated pattern of forged and fraudulent filings.

This is not speculative or contested material. Much of it is sworn testimony under penalty of perjury under California law, official state certifications, and findings by a San Diego Superior Court judge. Your response treats this level of proof as though it were a minor irregularity or a private dispute, which it is not.

YOUR OFFICE'S OWN PRACTICE: YOU PROSECUTE THIS CONDUCT WHEN IT IS SOMEONE ELSE

The San Diego County District Attorney's Office has actively prosecuted—and continues to prosecute—individuals for the very same type of conduct in other cases: forgery and recording false or forged documents in the San Diego County Recorder's Office. Your Real Estate Fraud Unit, within the Economic Crimes and Consumer Protection Division, specifically investigates and prosecutes:

- Forgery of grant deeds and other recorded documents.
- Recordation of fraudulent real estate documents.
- Fraudulent transfers of title.
- Related offenses involving forged loan or title documents.

These are typically charged under Penal Code § 115 (false or forged instruments) and § 470 (forgery), among others.

For example, on July 31, 2025, your office announced the sentencing of 58-year-old Farrah Nazemi (also known as Farrah Pirahanchi Nazemi), whom a jury convicted of three felony counts of recording false documents and one felony count of forgery. The case involved false documents recorded in November 2019 related to a Bonita property and a forged grant deed for a Vista property, using forged signatures and fraudulent recorder stickers to claim ownership and affect foreclosure/eviction proceedings. Investigators found the false recorded documents, fraudulent county recorder stickers, additional forgeries, and a stolen notary stamp in her residence, and she was sentenced to two years in state prison and ordered to pay restitution.

In other words, your office recognizes that recording forged real estate instruments in the county recorder's office is a serious felony and has invested time and resources to prosecute it when the fact pattern appears in other contexts. In my case, you have:

- A San Diego Superior Court finding of forgery and cancellation of instruments.
- Sworn notary testimony denying the signatures that appear on recorded documents.
- State-level certifications that the notarial acts never occurred.
- Expert handwriting evidence confirming the signatures are forged.
- A pattern of 69+ instruments showing a broader scheme.

Yet your response treats this as a jurisdictional, civil, or stale issue and declines even to investigate. The contrast between your treatment of Nazemi and similar cases and your treatment of my complaint is stark.

CONCLUSION AND REQUEST

For the reasons outlined above, your closure letter is factually inaccurate, legally incomplete, and inconsistent with both a San Diego Superior Court's findings in my case and your own publicly

stated enforcement priorities and past prosecutions. It disregards uncontroverted evidence of forged notarial acts, knowingly recorded false instruments in San Diego County, and the use of those instruments to obtain and retain a San Diego County property.

I therefore request that your office:

1. Withdraw or reconsider its decision to close Case #2022RE0346 / CMS #1600179 and refer the matter back to the Real Estate Fraud Unit attorneys for renewed review and investigation under Penal Code §§ 115 and 470 and related statutes; and
2. At minimum, correct the official case file so that it accurately reflects:
 - The court's findings regarding forgery and cancellation of instruments;
 - The sworn testimony, certifications, and expert reports showing the notarial acts did not occur and the signatures are forged; and
 - The specific criminal statutes implicated by the recording and use of these forged instruments.

To date, cumulative responses from your office and other agencies have had the practical effect of pacifying a complainant rather than engaging with the underlying criminal conduct. San Diego County, however, has clear jurisdiction and clear statutory authority to act where forged instruments are recorded and relied upon to dispossess a homeowner of property within this County. I am asking your office to exercise that authority here, consistent with how you have treated similar conduct when committed against other victims.

For the record, I have also submitted related complaints to:

- Federal Bureau of Investigation (mortgage and wire fraud concerns)
- California Attorney General (systematic foreclosure and document fraud)
- State Bar of California (attorney misconduct related to perjured declarations and reliance on forged instruments)
- Office of Governor Gavin Newsom (systemic failure to prosecute mortgage-related document fraud)

So far, these agencies have declined or failed to act. The pattern that emerges is one of institutional inaction in the face of documented foreclosure fraud. Your decision in this case will either reinforce that pattern or begin to correct it.

I am available to answer questions or provide any further documentation the Real Estate Fraud Unit may require.

Sincerely,

Leena Hannonen
P.O. Box 178371
San Diego, CA 92177
760-703-XXXX

cc:

California Attorney General Rob Bonta

FBI San Diego Field Office

Office of Governor Gavin Newsom

Enclosures:

- Pennsylvania Secretary of State Certification (Autumn Carnegie – zero notarial acts)
- Colorado Notary Agnes Bradshaw Deposition
- Agnes Bradshaw Sworn Testimony (excerpt)
- May 20, 2024 Trial Transcript (Judge Bacal’s findings on forgery and cancellation of instruments)
- November 22, 2024 OSC Hearing Transcript
- Expert Report – Beth Chrisman, Forensic Document Examiner
- List of 69+ Forged Instruments (by instrument number, notary, property)

March 6, 2026

San Diego District Attorney's Office
Real Estate Fraud Unit

Re: Correction of Factual and Legal Errors in Case Closure Notice
Case #2022RE0346 / CMS #1600179 – Chevy Chase Bank Foreclosure

To the Real Estate Fraud Unit:

This letter corrects multiple factual and legal errors in your February 17, 2026 closure explanation and addresses your office's refusal to recognize conduct that you routinely prosecute as real estate fraud when the victim is someone else.

A San Diego Superior Court judge has already recognized forgery and fraud in this matter, granted cancellation of instruments, and described the evidence of forgery as “compelling” and “uncontroverted.” The same types of forged and falsely recorded instruments your office has prosecuted in other cases—under Penal Code § 115 and related statutes—are present here in greater number, supported by sworn testimony, state certifications, and expert analysis. Yet your letter minimizes the conduct, misstates the outcome, and treats this as if it were a remote civil dispute outside your jurisdiction.

I am therefore setting out, issue by issue, what the court actually found, what the evidence shows, and how your own published policies and recent prosecutions contradict your decision to close this case.

ERROR #1 – Court's Finding of Forgery and Cancellation of Instruments

Your letter states that you are “glad that the civil judge awarded you the value of the property,” implying that the civil court compensated me and resolved the matter.

Actual record:

- On May 20, 2024, Judge Katherine Bacal conducted a bench trial and described the forgery evidence as “compelling” and “uncontroverted” on the record.
- The court granted cancellation of instruments under California Civil Code § 3412 based on forgery and fraud.
- The judgment was then offset to net zero, meaning I received no monetary award, no restoration of title, and no possession of the property. U.S. Bank retained title and the foreclosure stood.
- I lost the home at 3252 Pine Hills Road, Julian, CA 92036, despite having proven forgery sufficient to obtain cancellation of instruments.

In other words, a San Diego judge has already found that key foreclosure and title documents in this case were procured by forgery and fraud. The absence of a financial or property recovery was due solely to how the judgment was structured—not because forgery or fraud was unproven. Treating this as a “win” that moots any criminal concern misstates the record and sidesteps the criminal acts that underlie that judgment.

ERROR #2 – Mischaracterization as a Single Pennsylvania Notary Issue

Your letter suggests that “the forged notary took place several years ago in Pennsylvania,” as if the matter involves a single, distant notarial irregularity.

Actual facts:

The evidence shows a pattern of forged instruments and missing notary records involving multiple notaries in multiple states, supported by sworn testimony, official state certifications, and expert analysis:

- Agnes Bradshaw – Colorado notary
 - Alleged signer of the Substitution of Trustee.
 - Testified under oath she never signed the Substitution of Trustee, and that document is not in her notary journal.
 - **Also included is a list of 27 additional substitutions bearing Agnes Bradshaw's forged signature, which she confirmed are forgeries not recorded in her notary journal.**
- Autumn Carnegie – Pennsylvania notary
 - Alleged signer of the Assignment of Deed of Trust.
 - Pennsylvania Secretary of State certification confirms she performed zero notarial acts during the three-week period when the documents were allegedly notarized.
 - Allegheny County Recorder of Deeds certification confirms no notary journal exists for Carnegie.
 - Court-approved handwriting expert Beth Chrisman testified under oath that her professional finding is that Autumn Carnegie did not sign the Assignment of Deed of Trust.
 - **Also included is a list of 42 additional assignments bearing Carnegie's forged signature, which Chrisman confirmed are forgeries.**
- Shane Thomas – California notary
 - Notary acknowledgment on the recorded Deed of Trust.
 - Certified letter from the Orange County Recorder's Office confirms no notary journal exists Thomas.
- A.J. Buckelew – California notary
 - Notary acknowledgment on recorded document, Trustees Deed Upon Sale.
 - Notice of Trustee Sale also signed by Andrew Buckelew, as Trustee Sale Assistant.
 - Certified letter from the Orange County Recorder's Office confirms no notary journal exists for Buckelew.

This is not “one Pennsylvania notary several years ago.” It is a documented pattern of forged instruments and missing mandatory notary records involving multiple notaries in multiple states, with those forged acknowledgments then used to support foreclosure and transfer of title. I provided your office with the sworn testimony, state certifications, expert report, and transcripts

establishing these facts. Your letter reduces this to a single, remote incident and ignores the broader scheme.

ERROR #3 – Incorrect Statement That the Conduct Occurred Outside Your Jurisdiction
Your letter asserts that the conduct occurred outside San Diego County’s jurisdiction.

Actual jurisdictional facts:

- The forged instruments were recorded in the San Diego County Recorder’s Office.
- Those instruments were used to initiate and complete foreclosure proceedings in San Diego County.
- Title to the property at 3252 Pine Hills Road, Julian, CA 92036—located in San Diego County—was transferred based on those forged and fraudulently acknowledged documents.

California Penal Code § 115(a) makes it a felony to knowingly file, register, or record a false or forged instrument in any public office within this state, where the instrument, if genuine, could be legally recorded. The crime under § 115 occurs at the point of offering or recording the false instrument in the county recorder’s office, regardless of where the signature or notarial act was physically performed. The recording of forged instruments in the San Diego County Recorder’s Office is precisely the conduct Penal Code § 115 targets.

Your own Real Estate Fraud Unit materials state that you review cases involving “fraudulent transfers of title of real property” and “recordation of fraudulent real estate documents” when they occur in San Diego County. That is exactly what occurred here: fraudulent, forged instruments were recorded in San Diego County and used to change title to a San Diego County property.

The foreclosure sale took place in San Diego County. The trustees operated in San Diego County. The property is located in San Diego County. Every meaningful step in the execution and impact of this fraud occurred within your jurisdiction. To characterize this as “outside our jurisdiction” is inconsistent with both the facts and your own published guidelines.

ERROR #4 – Mischaracterization as a Stale, Historical Event

Your letter implies that the events “happened several years ago” and are essentially historical. Actual timeline (all previously provided to your office):

- 2022: I submitted a complaint to your office regarding forged instruments and the resulting foreclosure.
- May 20, 2024: Bench trial before Judge Bacal; the court characterized the forgery evidence as “compelling” and “uncontroverted” and granted cancellation of instruments.
- November 22, 2024: Order to Show Cause hearing, where the court acknowledged the forgery evidence but declined to void the recorded documents.
- September 12, 2025: Court granted expungement of the lis pendens while appeals were pending, further enabling disposition of the property based on the forged documents.
- February 2026: The property remained subject to ongoing efforts to sell or transfer based on the forged instruments that remain of record in San Diego County.

The forged instruments are still recorded. They are still being relied upon to assert ownership and attempt sale. The harm is ongoing and current. This is not a closed, stale event; it is a continuing fraud resting on forged public records.

CRIMINAL CONDUCT YOUR OFFICE IS DECLINING TO RECOGNIZE

Your closure letter treats this as a civil or jurisdictional matter, despite the fact that the conduct fits squarely within California's criminal statutes on forgery and filing false instruments and matches the type of cases your Real Estate Fraud Unit advertises it prosecutes.

The factual record and uncontroverted evidence in your file establish that at minimum the following offenses are implicated and warrant investigation:

- Filing false instruments – California Penal Code § 115(a): Knowingly offering or recording false or forged instruments (including assignments, substitutions of trustee, and deeds of trust) in the San Diego County Recorder's Office.
- Forgery – California Penal Code § 470: Forged notary signatures and acknowledgments on key real estate instruments, executed and used with intent to defraud.
- Perjury: Declarations under penalty of perjury submitted by bank attorneys and agents claiming authority derived from forged instruments and false chains of title.
- Grand theft: Acquisition and retention of a property valued in excess of \$500,000 through the use of forged and fraudulently recorded documents.
- Patterned, systematic conduct: A list of more than 69 forged instruments involving the same notaries across multiple properties and foreclosures, indicating organized document fabrication rather than isolated error.

California appellate courts have upheld convictions and multi-year prison sentences for exactly this conduct — recording forged deeds and fabricated notary acknowledgments affecting real property. See *People v. Abrahamian* (2020) 45 Cal.App.5th 314 (conviction for procuring forged quitclaim deed for recordation, with fabricated notary acknowledgments; nearly eight years in prison).

EVIDENCE PROVIDED TO YOUR OFFICE

Among the evidence already submitted or offered to your office are:

- Sworn testimony from Colorado notary Agnes Bradshaw that she did not sign the Substitution of Trustee and that the document is absent from her notary journal.
- Pennsylvania Secretary of State certification confirming that notary Autumn Carnegie performed zero notarial acts during the period when the Assignment of Deed of Trust was allegedly notarized.
- Certification from the Allegheny County Recorder of Deeds that there is no notary journal for Autumn Carnegie.
- Expert handwriting analysis and report from court-approved forensic document examiner Beth Chrisman concluding that Autumn Carnegie did not sign the Assignment of Deed of Trust.
- Certified correspondence from the Orange County Recorder's Office confirming that no notary journals exist for California notaries Shane Thomas and Andrew Buckelew regarding these recorded documents.

- Trial and OSC transcripts in which the court describes the forgery evidence as “compelling” and “uncontroverted” and grants cancellation of instruments.
- Recorded assignments, substitutions, and deeds of trust bearing the disputed signatures and acknowledgments.
- A detailed list of 69+ forged instruments (by instrument number, notary, and property), demonstrating a repeated pattern of forged and fraudulent filings.

This is not speculative or contested material. Much of it is sworn testimony under penalty of perjury under California law, official state certifications, and findings by a San Diego Superior Court judge. Your response treats this level of proof as though it were a minor irregularity or a private dispute, which it is not.

YOUR OFFICE’S OWN PRACTICE: YOU PROSECUTE THIS CONDUCT WHEN IT IS SOMEONE ELSE

The San Diego County District Attorney’s Office has actively prosecuted—and continues to prosecute—individuals for the very same type of conduct in other cases: forgery and recording false or forged documents in the San Diego County Recorder’s Office. Your Real Estate Fraud Unit, within the Economic Crimes and Consumer Protection Division, specifically investigates and prosecutes:

- Forgery of grant deeds and other recorded documents.
- Recordation of fraudulent real estate documents.
- Fraudulent transfers of title.
- Related offenses involving forged loan or title documents.

These are typically charged under Penal Code § 115 (false or forged instruments) and § 470 (forgery), among others.

For example, on July 31, 2025, your office announced the sentencing of 58-year-old Farrah Nazemi (also known as Farrah Pirahanchi Nazemi), whom a jury convicted of three felony counts of recording false documents and one felony count of forgery. The case involved false documents recorded in November 2019 related to a Bonita property and a forged grant deed for a Vista property, using forged signatures and fraudulent recorder stickers to claim ownership and affect foreclosure/eviction proceedings. Investigators found the false recorded documents, fraudulent county recorder stickers, additional forgeries, and a stolen notary stamp in her residence, and she was sentenced to two years in state prison and ordered to pay restitution.

In other words, your office recognizes that recording forged real estate instruments in the county recorder’s office is a serious felony and has invested time and resources to prosecute it when the fact pattern appears in other contexts. In my case, you have:

- A San Diego Superior Court finding of forgery and cancellation of instruments.
- Sworn notary testimony denying the signatures that appear on recorded documents.
- State-level certifications that the notarial acts never occurred.
- Expert handwriting evidence confirming the signatures are forged.
- A pattern of 69+ instruments showing a broader scheme.

Yet your response treats this as a jurisdictional, civil, or stale issue and declines even to investigate. The contrast between your treatment of Nazemi and similar cases and your treatment of my complaint is stark.

CONCLUSION AND REQUEST

For the reasons outlined above, your closure letter is factually inaccurate, legally incomplete, and inconsistent with both a San Diego Superior Court's findings in my case and your own publicly stated enforcement priorities and past prosecutions. It disregards uncontroverted evidence of forged notarial acts, knowingly recorded false instruments in San Diego County, and the use of those instruments to obtain and retain a San Diego County property.

I therefore request that your office:

1. Withdraw or reconsider its decision to close Case #2022RE0346 / CMS #1600179 and refer the matter back to the Real Estate Fraud Unit attorneys for renewed review and investigation under Penal Code §§ 115 and 470 and related statutes; and
2. At minimum, correct the official case file so that it accurately reflects:
 - The court's findings regarding forgery and cancellation of instruments;
 - The sworn testimony, certifications, and expert reports showing the notarial acts did not occur and the signatures are forged; and
 - The specific criminal statutes implicated by the recording and use of these forged instruments.

To date, cumulative responses from your office and other agencies have had the practical effect of pacifying a complainant rather than engaging with the underlying criminal conduct. San Diego County, however, has clear jurisdiction and clear statutory authority to act where forged instruments are recorded and relied upon to dispossess a homeowner of property within this County. I am asking your office to exercise that authority here, consistent with how you have treated similar conduct when committed against other victims.

For the record, I have also submitted related complaints to:

- Federal Bureau of Investigation (mortgage and wire fraud concerns)
- California Attorney General (systematic foreclosure and document fraud)
- State Bar of California (attorney misconduct related to perjured declarations and reliance on forged instruments)
- Office of Governor Gavin Newsom (systemic failure to prosecute mortgage-related document fraud)

So far, these agencies have declined or failed to act. The pattern that emerges is one of institutional inaction in the face of documented foreclosure fraud. Your decision in this case will either reinforce that pattern or begin to correct it.

I am available to answer questions or provide any further documentation the Real Estate Fraud Unit may require.

Sincerely,
Leena Hannonen
P.O. Box 178371
San Diego, CA 92177
760-703-7708

cc:
California Attorney General Rob Bonta
FBI San Diego Field Office
Office of Governor Gavin Newsom

Enclosures:

- Pennsylvania Secretary of State Certification (Autumn Carnegie – zero notarial acts)
- Colorado Notary Agnes Bradshaw Deposition
- Agnes Bradshaw Sworn Testimony (excerpt)
- May 20, 2024 Trial Transcript (Judge Bacal’s findings on forgery and cancellation of instruments)
- November 22, 2024 OSC Hearing Transcript
- Expert Report – Beth Chrisman, Forensic Document Examiner
- List of 69+ Forged Instruments (by instrument number, notary, property)

From: Real Estate Fraud Complaints RealEstateFraudComplaints@sdcdca.org
Subject: Close Out Notice--Chevy Chase Bank Case #2022RE0346/ CMS #1600179
Date: February 17, 2026 at 9:55 AM
To: leenaimages@gmail.com



Dear Ms. Hannonen

Thank you for resubmitting your case to our office. We're sorry that you had to go through this ordeal, but glad that the civil judge awarded you the value of the property due to the bank's misconduct.

We re-reviewed all of the evidence submitted, the forged notary took place several years ago in Pennsylvania. Due to the fact that the crime occurred outside of our jurisdiction and happened several years ago, we are not going to file charges in this case. Consequently, we are going to close our file.

Thank you

San Diego District Attorney's Office
Real Estate Fraud Unit

NEWREZ LLC DBA
SHELLPOINT MORTGAGE SERVICING
P.O. BOX 619063
DALLAS TX 75261-9063
Return Service Requested

5-811-09295-0025575-002-1-000-000-000-000



LEENA HANNONEN
PO BOX 1896
JULIAN CA 92036-1896



☐ CORRECTED (if checked)

RECIPIENT'S/LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. NEWREZ LLC DBA SHELLPOINT MORTGAGE SERVICING PO BOX 10826 GREENVILLE, SC 29603-0826 CUSTOMER SERVICE: 1-800-365-7107		*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.		OMB No. 1545-1380 Form 1098 (Rev. January 2022) For calendar year 2024		Mortgage Interest Statement
PAYER'S/BORROWER'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code LEENA HANNONEN PO BOX 1896 JULIAN CA 92036-1896		1 Mortgage interest received from payer(s)/borrower(s)* \$		2 Outstanding mortgage principal \$ 490,371.69		
		3 Mortgage origination date 03/15/2007		4 Refund of overpaid interest \$		
		5 Mortgage insurance premiums \$		6 Points paid on purchase of principal residence \$		
		7 If address of property securing mortgage is the same as PAYER'S/BORROWER'S address, the box is checked, or the address or description is entered in box 8 ☐		8 Address or description of property securing mortgage 3252 PINE HILLS ROAD JULIAN CA 92036		
		9 Number of properties securing the mortgage 10		10 Other \$2,696.50 Taxes Paid		
		11 Mortgage acquisition date		Account number (see instructions) 1004688461		
		RECIPIENT'S/LENDER'S TIN 37-1542226		PAYER'S/BORROWER'S TIN XXX-XX-4297		

Copy B For Payer/Borrower
The information in boxes 1 through 9 and 11 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points, reported in boxes 1 and 6; or because you didn't report the refund of interest (box 4); or because you claimed a nondeductible item.

Form 1098 (Rev. 1-2022)

(Keep for your records)

www.irs.gov/Form1098

Department of the Treasury - Internal Revenue Service

Instructions for Payer/Borrower

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who is engaged in a trade or business and, in the course of such trade or business, received from you at least \$600 of mortgage interest (including certain points) on any one mortgage in the calendar year must furnish this statement to you.

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is entitled to deduct only the amount each borrower paid and points paid by the seller that represent each borrower's share of the amount allowable as a deduction. Each borrower may have to include in income a share of any amount reported in box 4.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Schedule A, C, or E (Form 1040) for how to report the mortgage interest. Also, for more information, see Pub. 936 and Pub. 535.

Payer's/Borrower's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (SSN, ITIN, ATIN, or EIN). However, the issuer has reported your complete TIN to the IRS.

Account number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the mortgage interest received by the recipient/lender during the year. This amount includes interest on any obligation secured by real property, including a mortgage, home equity loan, or line of credit. This amount does not include points, government subsidy payments, or seller payments on a "buydown" mortgage. Such amounts are deductible by you only in certain circumstances.



If you prepaid interest in the calendar year that accrued in full by January 15, of the subsequent year, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in the calendar year paid even though it may be included in box 1.

If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396. If the interest was paid on a mortgage, home equity loan, or line of credit secured by a qualified residence, you can only deduct the interest paid on acquisition indebtedness, and you may be subject to a deduction limitation.

Box 2. Shows the outstanding principal on the mortgage as of January 1 of the calendar year. If the mortgage originated in the calendar year, shows the mortgage principal as of the date of origination. If the recipient/lender acquired the loan in the calendar year, shows the mortgage principal as of the date of acquisition.

Box 3. Shows the date of the mortgage origination.

Box 4. Do not deduct this amount. It is a refund (or credit) for overpayment(s) of interest you made in a prior year or years. If you itemized deductions in the year(s) you paid the interest, you may have to include part or all of the box 4 amount on the "Other income" line of your calendar year Schedule 1 (Form 1040). No adjustment to your prior year(s) tax return(s) is necessary. For more information, see Pub. 936 and *Itemized Deduction Recoveries* in Pub. 525.

Box 5. If an amount is reported in this box, it may qualify to be treated as deductible mortgage interest. See the calendar year Schedule A (Form 1040) instructions and Pub. 936.

Box 6. Not all points are reportable to you. Box 6 shows points you or the seller paid this year for the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but you must subtract seller-paid points from the basis of your residence. Other points not reported in box 6 may also be deductible. See Pub. 936 to figure the amount you can deduct.

Box 7. If the address of the property securing the mortgage is the same as the payer's/borrower's either the box has been checked, or box 8 has been completed.

Box 8. Shows the address or description of the property securing the mortgage.

Box 9. If more than one property secures the loan, shows the number of properties securing the mortgage. If only one property secures the loan, this box may be blank.

Box 10. The interest recipient may use this box to give you other information, such as real estate taxes or insurance paid from escrow.

Box 11. If the recipient/lender acquired the mortgage in the calendar year, shows the date of acquisition.

Future developments. For the latest information about developments related to Form 1098 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1098.

Free File. Go to www.irs.gov/FreeFile to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.



OFFERED BY **Office of the Attorney General**

PRESS RELEASE

AG Campbell Reaches \$4.65 Million Settlement with Mortgage Loan Servicer for Unlawful Foreclosures and Deceptive Business Practices

Violations Include Failure to Correctly Implement Covid-Era Protections

FOR IMMEDIATE RELEASE:

12/17/2025

Office of the Attorney General

MEDIA CONTACT

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[\(617\) 727-2543](tel:6177272543)

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Kennedy.Sims@mass.gov

BOSTON — Massachusetts Attorney General Andrea Joy Campbell today announced a \$4.65 million [settlement agreement](/doc/sls-settlement/download) with Delaware-based national residential mortgage loan servicer Newrez LLC – as successor by merger to Specialized Loan Servicing LLC (SLS). The settlement

resolves allegations that SLS engaged in widespread unfair and deceptive servicing practices that put borrowers at unnecessary and unlawful risk of foreclosure in violation of state mortgage servicing and debt collection laws, as well as the COVID-19 foreclosure and eviction moratorium. SLS's portfolio included nearly 24,000 properties in Massachusetts.

As part of the settlement, Newrez will pay \$4.65 million, which includes significant restitution to hundreds of consumers who experienced foreclosure while subject to SLS's alleged unlawful practices. In addition, Newrez is required to implement extensive remedial procedures and business practices designed to protect Massachusetts borrowers and ensure future compliance with state laws, as well as provide regular reporting on its compliance with the settlement to the Attorney General's Office (AGO).

"SLS chose to prioritize profit over people and put thousands of Massachusetts homeowners at unnecessary risk of foreclosure, including during the financial hardship of the COVID pandemic," **said AG Campbell**. "While this settlement cannot undo the pain of losing one's home, it will deliver meaningful relief for impacted borrowers and ensure stronger protections to prevent future harm."

Following a comprehensive investigation into SLS's business practices, the AGO identified numerous violations of Massachusetts's consumer protection and foreclosure prevention laws. These practices included sending letters to consumers stating that they must cure their defaulted loans in only 33 days, when the law allows for a 90-day right to cure period; failing to take reasonable steps to avoid preventable foreclosures, including by failing to notify borrowers of their right to pursue a loan modification or lawfully process loan modification requests; and failing to provide required relief to homeowners who were financially impacted by the COVID pandemic, as required by law. The AGO asserts that by failing to comply with these essential requirements, SLS unfairly and unnecessarily put financially vulnerable homeowners at high risk of foreclosure.

This matter is representative of AG Campbell's commitment to advancing economic opportunity and consumer justice for all and ensuring access to safe and affordable housing. In August, AG Campbell secured a \$2 million settlement with [Cypress Loan Servicing](https://www.mass.gov/news/ag-campbell-secures-2-million-settlement-with-mortgage-loan-servicing) (/news/ag-campbell-secures-2-million-settlement-with-mortgage-loan-

[servicer-for-violating-consumer-protection-foreclosure-prevention-laws](#)) to resolve allegations that the company violated state consumer protection, foreclosure prevention, and debt collection laws. Last fall, AG Campbell **reached** ([/news/in-precedent-setting-settlement-ag-campbell-protects-homeowners-from-zombie-second-mortgages?_gl=1%2A1muid8e%2A_ga%2AMTE5NTQ5NTYzOC4xNjkzMjM2ODc2%2A_ga_MCLPEGW7WM%2AczE3NDk1OTM1NDckbzYxNSRnMSR0MTc0OTU5NDU0MiRqNjAkBDaKaDA.](#)) a precedent-setting settlement with Franklin Credit Management Corp., a servicer of “zombie second mortgages,” resolving allegations that the company violated the state’s consumer protection laws by improperly attempting to collect old mortgage debts.

This matter was handled by Assistant Attorneys General Alda Chan, Daniels Bahls, and Mercy Cover, Paralegal Aidan Goldberg, Division Chief Yael Shavit, and Deputy Division Chief Michael Turi, all of the AGO’s Consumer Protection Division.

Consumers who believe they have been subjected to an unfair or deceptive business practice, including by a landlord, may file a consumer complaint with the AGO online by visiting [mass.gov/ago/consumercomplaint](#) ([/how-to/file-a-consumer-complaint](#)).

###

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Office of the Attorney General

The Attorney General is the chief lawyer and law enforcement officer of the Commonwealth of Massachusetts.

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<https://www.mass.gov/news/ag-campbell-reaches-465-million-settlement-with-mortgage-loan-servicer-for-unlawful-foreclosures-and-deceptive-business-practices>

HOMEOWNERS DID NOT CREATE THIS CRISIS

Updated as of January 2020 with updated links:

As a homeowner, I am tired of the "Deadbeat" narrative. At this point in our history it is laughable. To prove my point.....I am posting this list of settlements, white papers, investigative reports and studies, all pointing to collusion by industry insiders.

Courts have stated that homeowners were not harmed. Yet when the lenders and servicers are allowed to arbitrarily add charges, stop payments and issue trial modifications with no intention of following through, the homeowner is harmed. When the MERS website contains more than one lender/servicer listed as the owner/holder of the note, the homeowner is harmed. When the lender/servicer refuses to give us an accounting and yet they are able to raise our payment or add charges that they are not required to verify, the homeowner is harmed, and the "lender" can use this power as extortion to remove the homeowner from their home, or increase their debt without cause and without oversight.

See Row 22 – The National Mortgage Settlement agreement contains the following wording:

[Standards for Documents Used in Foreclosure and Bankruptcy Proceedings.](#)

1. Servicer shall ensure that factual assertions made in pleadings (complaint, counterclaim, cross-claim, answer or similar pleadings), bankruptcy proofs of claim (including any facts provided by Servicer or based on information provided by the Servicer that are included in any attachment and submitted to establish the truth of such facts) ("POC"), Declarations, affidavits, and sworn statements filed by or on behalf of Servicer in judicial foreclosures or bankruptcy proceedings and notices of default, notices of sale and similar notices submitted by or on behalf of Servicer in non-judicial foreclosures are accurate and complete and are supported by competent and reliable evidence. Before a loan is referred to non-judicial foreclosure, Servicer shall ensure that it has reviewed competent and reliable evidence to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

6. In the statements described in paragraphs I.A.18 and III.B.1.a, Servicer shall notify borrowers that they may receive, upon written request:

- a. A copy of the borrower's payment history since the borrower was last less than 60 days past due;
- b. A copy of the borrower's note;
- c. If Servicer has commenced foreclosure or filed a POC, copies of any assignments of mortgage or deed of trust required to demonstrate the right to foreclose on the borrower's note under applicable state law; and
- d. The name of the investor that holds the borrower's loan.**

Most homeowners will tell you that we are NEVER given the name of the true investor. As far as the documents being verified as the truth....please review the following rows; 23, San Francisco County Recorders Audit, row 25, Gilford County Registrar of Deeds, row 16, Essex County Recorder considered a 'crime scene', Row 27, Williamson County TX, Land records audit, Row 30, B of A employees told to lie & row 44, Wells Fargo Foreclosure Manuel; row 59, Seattle Audit of Deeds, and my personal favorite, row 56, Florida audit of records.....all these studies demonstrate that 'truth' was NOT verified.

The FCIC report, the Georgetown University Study, The FBI reports which state 80% of mortgage fraud was insider investors, The National Foreclosure review, the National Mortgage settlement and the follow-up settlement showing how the Lenders/Servicers have failed to follow consent orders, are all blaring spotlights to lender/servicer fraud and not the fault of the homeowners.

From the Congressional hearing of 11/16/2010:

Q.2. Mr. Levitin, your testimony states that a common response from banks—and I assume here you mean servicers—about problems in the foreclosure process is that it doesn't matter to them because the borrower still owes on the loan and has defaulted. As you put it: "This 'No Harm, No Foul' argument is that homeowners being foreclosed on are all a bunch of deadbeats, so who really cares about due process?" You say that this argument, that you attribute loosely to "banks," condones "vigilante foreclosures: so long as the debtor is delinquent, it does not matter who evicts him or how."

“Mr. Levintin, do you really believe that Mortgage servicers do not care about due process? Does any one in this industry care to comment on this?

A.2. I do not believe that mortgage servicers care about due process, and I do not think it should be surprising to anyone that they do not. Due process has no value to mortgage servicers; it only adds to their costs. I believe that like any profit maximizing business, mortgage servicers care about their bottom line and that they evaluate compliance with the law according to this metric: is it more profitable to comply with the law or not? A sad, but basic reality of consumer finance is that it is often profitable for financial service providers to violate the law. Consumers are unaware of their legal rights or legal violations, and even when they are aware, they often lack the resources to stand up for their rights. Moreover, it simply is not worthwhile for a consumer to litigate over a violation that costs the consumer a few hundred or even a few thousand dollars. And when a consumer does make a determined stand for his or her rights, it is very easy for the financial service provider to claim that the violation of the law was a mistake, apologize, and continue violating the law with other consumers. This makes it quite profitable to violate the law on a wide-scale, but in a manner that only harms individual consumers a relatively small amount.

Seen against this background, it is hard to reach any conclusion other than that due process is a hindrance to servicers, not a value. It adds to the cost of foreclosures and slows down the process, which increases the length of time for which servicers must advance payments of principal and interest on the defaulted mortgage to their investors for which servicers are reimbursed, but without interest. No matter how loudly any of the servicers testifying protest that they would of course adhere to the law and would never knowingly violate consumers due process rights, the plain fact is that they routinely do so and will continue to do so as long as it is profitable. Servicers' public protestations of morality and legality will hardly overcome the basic forces of economics.

Yet, like in the animal kingdom, the predators in the courtroom separate the individual homeowners from the plethora of evidence demonstrating how we have been lied to, and deceived and proceed to corner us away from the obvious evidence, denying us discovery and due process....calling us deadbeats, and accusing us of creating this crisis.

Over \$50,000,000,000 (50 billion) in settlements, with homeowners left holding the bag.

The SIGTARP reports give credence to the homeowner accusation (see row 61, [SIGTARP REPORT: Homeowners Have Struggled With Low Admission Rates and Lengthy Delays In Getting Help From TARP's Second-Largest Housing Program — The Hardest Hit Fund](#),

See Row 63, [SIGTARP REPORT: Mortgage Servicers Have Wrongfully Terminated Homeowners Out of the HAMP Program](#).0, Homeowners have repeatedly been denied access to justice and due process by large corporations with unlimited funds. The new attacks by these aggressive attorneys is to file for sanctions in hopes of removing the homeowner from access to justice by attacking their limited finances.

How many homes have to be stolen to support a ten million dollar a year salary? It's way past time to stop blaming the homeowners and work toward correcting the situation.

We need to change the conversation:

We are not deadbeats.

RECORD OF SETTLEMENTS AND FRAUD REPORTS

	DATES	NAME OF SETTLEMENT	WHO BENEFITS	AMOUNT	HOMEOWNER RELIEF	SUMMARY	SITE OR CITE
	LEGEND 	reports/white papers & studies	legal		Predictions and Articles	settlements	LEGEND
1	September 30, 2006	FBI Financia Crimes Report 2006	Dept who created report	undetermined	none	Although there are many Mortgage Fraud schemes, the FBI is focusing its efforts on those perpetrated by industry insiders. The FBI is engaged with the mortgage industry primarily in identifying fraud trends and educating the public. Some of the current rising Mortgage Fraud trends include: equity skimming, property flipping, and mortgage related identity theft. Equity skimming is a tried and true method of committing Mortgage Fraud.	https://www.fbi.gov/stats-services/publications/fcs_report2006
2	October 6, 2008	Attorney General Brown Announces Landmark \$8.68 Billion Settlement with Countrywide	California & Homeowners	8.68 billion	minimal	Attorney General Edmund G. Brown Jr. today announced a landmark, multi-state settlement with Countrywide Home Loans, Countrywide Financial Corporation and Full Spectrum Lending that is expected to provide up to \$8.68 billion of home loan and foreclosure relief nationally, including \$3.5 billion to California borrowers. see here: https://oag.ca.gov/system/files/attachments/press_releases/n1618_cw_judgment.pdf	https://oag.ca.gov/news/press-releases/attorney-general-brown-announces-landmark-868-billion-settlement-countrywide
3	June 5, 2009	SEC Charges Mozilo With Fraud, Insider Trading Angelo R. Mozilo, the former chief executive of Countrywide Financial, once the nation's largest mortgage lender, agreed to pay \$67.5 million on Friday (10/15/2010) to settle a civil fraud case brought by the Securities and Exchange Commission last year.	WASHINGTON: SEC Former Countrywide Financial head Angelo Mozilo has been charged with civil fraud and illegal insider trading. The Securities and Exchange Commission also accuses Mozilo and two other former Countrywide executives of "deliberately" misleading investors about the risks the firm took in the mortgage market.executive pay.	undisclosed	none	Myers also thinks that this case might lead in some very interesting directions. Countrywide had business relationships with major investment banks and other large companies, so it will be interesting to see, he says, if the SEC has turned over any rocks that lead to other investigations or litigation involving those other companies. He also says the SEC doesn't bring these cases unless it thinks it has really strong evidence.	https://www.sec.gov/litigation/litleases/2009/lr21068a.htm

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4	May 1, 2010	FBI Mortgage Fraud Report 2010	Dept who created report	undetermined	none	FBI reporting indicates that some commercial real estate-driven bank failures may expose insider and accounting fraud in regional and community banks. 57 According to FBI analysis, these frauds are emerging in addition to the residential mortgage frauds still being found in roughly half of all bank failures investigated by the FBI.58 FBI case information and open source financial reporting indicates some executives and loan officers may resort to issuing fraudulent loans, dishonest accounting, or other criminal activity to disguise the poor financial conditions of their institutions. A review of banks that failed due to overexposure to commercial real estate debt during the boom years revealed that a small percentage showed fraudulent commercial real estate activity, attempts to hide bank financial conditions, and insider loan schemes through which executives and other insiders benefited by controlling lending decisions.	https://www.fbi.gov/stats-services/publications/mortgage-fraud-2010
5	May 7, 2010	NYC Pension Fund vs Countrywide	The New York City Pension Funds, consisting of the New York City Employees' Retirement System, New York City Teachers' Retirement System, New York City Police Pension Fund, New York City Fire Department Pension Fund, and New York City Board of Education Retirement System	624 million	none	The Plaintiffs had alleged that Countrywide, one of the country's largest mortgage lenders, violated securities laws by making misstatements and omitting material facts about its policies and procedures for underwriting loans that entailed greater risk than disclosed.	http://www.nyc.gov/html/law/downloads/pdf/Countrywide.pdf
6	June 7, 2010	FTC vs Countrywide	FTC	108 million	questionable	FTC sued Countrywide for charging cash strapped consumers excessive fees.	https://www.ftc.gov/news-events/press-releases/2010/06/countrywide-will-pay-108-million-overcharging-struggling

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7	July 15, 2010	Goldman Sachs settlement	SEC	550 MILLION	none	The Securities and Exchange Commission today announced that Goldman, Sachs & Co. will pay \$550 million and reform its business practices to settle SEC charges that Goldman misled investors in a subprime mortgage product just as the U.S. housing market was starting to collapse. In agreeing to the SEC's largest-ever penalty paid by a Wall Street firm, Goldman also acknowledged that its marketing materials for the subprime product contained incomplete information	https://www.sec.gov/news/press/2010/2010-123.htm
8	August 6, 2010	State Attorneys General vs Countrywide	Homeowners	8.6 billion	lowered interest rates and more affordable modified loans	States including West Virginia, California, Connecticut and Illinois had sued Countrywide over its business practices, alleging that the mortgage lender had made risky and costly loans to consumers who could not afford them.	https://oag.ca.gov/news/press-releases/attorney-general-brown-announces-landmark-868-billion-settlement-countrywide
9	October 15, 2010	SEC vs Countrywide (Mozi)lo	SEC	67.5 million	none	Angelo R. Mozi, the former chief executive of Countrywide Financial, once the nation's largest mortgage lender, agreed to pay \$67.5 million on Friday to settle a civil fraud case brought by the Securities and Exchange Commission last year.	SEC: https://www.sec.gov/news/press/2010/2010-197.htm
10	November 16, 2010	"Problems in Mortgage Servicing from Modification to Foreclosure" Report before Congress by Georgetown University	Congress requested this report	unknown	none	In the case of a mortgage foreclosure, only the mortgagee has such an interest and thus standing. Many of the issues relating to foreclosure fraud by mortgage servicers, ranging from more minor procedural defects up to outright counterfeiting relate to the need to show standing. Thus problems like false affidavits of indebtedness, false lost note affidavits, and false lost summons affidavits , as well as backdated mortgage assignments, and wholly counterfeited notes, mortgages, and assignments all relate to the evidentiary need to show that the entity bringing the foreclosure action has standing to foreclose.	https://scholarship.law.georgetown.edu/cgi/viewcontent.cgi?article=1111&context=cong
11	February 2, 2011	California Foreclosure Relief with Countrywide Executives	California foreclosure Relief fund (Lawyers who never prosecuted the lenders)	6.5 million	none	Attorney General Kamala D. Harris announced a \$6.5 million settlement of a predatory lending case against Angelo Mozi and David Sambol, former officers of Countrywide Financial Corporation. Attorney General Harris announced the settlement money will be used to establish an innovative statewide California Foreclosure Crisis Relief Fund to combat the effects of California's high rates of foreclosure and mortgage delinquency	https://oag.ca.gov/news/press-releases/attorney-general-kamala-d-harris-establishes-california-foreclosure-relief-fund

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12	February 25, 2011	Financial Crisis Inquiry Commission	Government commission who was paid to create report	unknown	none	The Commission was established as part of the Fraud Enforcement and Recovery Act (Public Law passed by Congress and signed by the President in May 2009. "mortgage products to borrowers." In 80% of cases, according to the FBI, fraud involves industry insiders. For example, property flipping can involve buyers, real estate agents, appraisers, and complicit closing agents. In a "silent second," the buyer, with the collusion of a loan officer and without the knowledge of the first mortgage lender, disguises the existence of a second mortgage to hide the fact that no down payment has been made. "Straw buyers" allow their names and credit scores to be used, for a fee, by buyers who want to conceal their ownership."	https://cybercemetery.unt.edu/archive/fcic/20110310173538/ http://www.fcic.gov/report
13	March 27, 2011	DOJ - MORTGAGE FRAUD REPORT **at the time of this report, Eric Holder, former attorney for Covington and Berling was Attorney General. The firm of Covington and Berling represents MERS and Bank of America.	Lenders/servicers	unknown	none	This report suggests that the borrower and seller are at fault, yet on page 29 of the report it goes into some detail about MERS and the problems with multiple transfers and ID THEFT.	https://www.justice.gov/sites/default/files/usao/legacy/2010/05/27/usab5803.pdf
14	April 12, 2011	MERS consent orders **see Rule 8 below.	OCC	undetermined	undetermined	(c) policies, processes and resources to register third-party MERS certifying officers who are acting for Examined Members; (d) policies, processes and resources to ensure the adequacy and appropriateness of training for certifying officers; (e) policies, processes, and resources to ensure that Examined Members comply with MERS Membership Rule 8 and MERS Announcement 2011-01; and (f) policies, processes, and resources to ensure that Examined Members and third parties can quickly and accurately determine if specific individuals are designated to act as authorized MERS certifying officers..	https://www.occ.gov/news-issuances/news-releases/2011/nr-occ-2011-47h.pdf

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15	April 12, 2011	MERS rules	Land records **interesting to note, many websites have removed these MERS rules from public access, yet they are a part of the consent orders agreed upon by MERS and OCC.	undetermined	should have had transparency	RULE 8 states in part: The authority to initiate foreclosures and file Legal Proceedings in the name of MERS granted to a Member's Certifying Officers under such Member's MERS Corporate Resolution is revoked for actions initiated on or after July 22, 2011, the effective date of this Rule. (the "Effective Date"). Effective September 1, 2011, the Member whose Certifying Officer initiates a foreclosure in MERS' name could be sanctioned by MERS pursuant to Rule 7, provided however, if the Member voluntarily dismisses such foreclosure or withdraws the filed Legal Proceedings within 21 days of filing the action, no sanction shall be levied.	https://www.scribd.com/document/64012370/Mers-Rules-7
16	June 20, 2011	John O'Brien and County Registry of Deeds in Essex, MA	Information	N/A	none	"My registry is a crime scene as evidenced by this forensic examination," stated John O'Brien. "This crime that has affected thousands of homeowners in Essex County who, through no fault of their own, have had their property rights trampled on and their chain of title compromised. This evidence has made it clear to me that the only way we can ever determine the total economic loss and the amount damage done to the taxpayers is by conducting a full forensic audit of all registry of deeds in Massachusetts.	https://shadowproof.com/2011/06/30/register-of-deeds-john-obrien-releases-forensic-study-finds-mass-fraud-in-foreclosure-docs/
17	June 29, 2011	B of A settles with 22 Institutional Investors	This settlement is a significant achievement for investors in private-label mortgage-backed securities	8.5 billion	none (There is a brief line about improving servicing....but as of this writing in 2019, it never happened)	The settlement addresses more than mortgage repurchase claims: it also includes improvements in mortgage servicing that will benefit borrowers and investors alike. Bank of America has agreed to move the servicing of high-risk loans for troubled borrowers to qualified sub-servicing firms, at Bank of America's expense. The agreement also clarifies loss mitigation standards, improves servicing for borrowers and investors alike, and benchmarks Bank of America's servicing performance to industry norms. Bank of America has committed to pay agreed upon fees to the Covered Trusts if these servicing standards are not met on loans it continues to service.	http://investor.bankofamerica.com/node/15946/pdf
18	July 21, 2011	FTC vs Counrywide	FTC**finally began payouts on settlement of 6/10/2010	108 million	Only homeowners serviced between 1/1/05 and 7/1/08, benefit is questionable after so much time has past.	As part of its efforts to protect financially distressed homeowners, the FTC is distributing refunds to consumers whose loans were serviced between January 1, 2005 and July 1, 2008.	https://www.ftc.gov/news-events/press-releases/2011/07/ftc-returns-nearly-108-million-450000-homeowners-overcharged

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19	July 21, 2011	Pam Bondi, Florida AG, fires two attorneys researching mortgage fraud.	Lenders/servicers	unknown	none	A few months ago, Theresa Edwards and June Clarkson were making national headlines for exposing mortgage lenders and law firms for unsavory practices related to the foreclosure mess plaguing the state and country. Then Bondi's office abruptly fired them at the end of May — and the two lawyers cried foul. "Obviously we did our job too well," Edwards told Orlando Sentinel columnist Scott Maxwell earlier this week. "We were making too much noise."	https://fcir.org/2011/07/29/bondi-under-fire-for-forced-resignations-of-two-lawyers/
20	November 1, 2011	Independent Foreclosure Review	OCC and possibly homeowners foreclosed on between 2009-2010	2.6 Billion paid out to 3.5 million homeowners	Payments range from \$1,050 to \$125,000 plus equity in the most egregious cases.	Under the enforcement actions taken in April by the OCC, the Federal Reserve, and Office of Thrift Supervision, 14 large mortgage servicers were required to correct deficiencies in their servicing and foreclosure processes and to engage independent firms to conduct a multi-faceted independent review of foreclosure actions that occurred in 2009 and 2010. Independent consultants are charged with evaluating whether borrowers suffered financial injury through errors, misrepresentations, or other deficiencies in foreclosure practices and determining appropriate remediation for those customers. Where a borrower suffered financial injury as a result of such practices, the consent orders require remediation to be provided.	https://independentforeclosurereview.com
21	December 21, 2011	DOJ vs Countrywide/B of A	Administrative - and homeowners steered into subprime loans	335 million	difficult to determine, application required	DOJ sued Countrywide for steering minorities into predatory loans. Announced as the largest residential mortgage settlement in history.	https://www.justice.gov/opa/pr/justice-department-reaches-335-million-settlement-resolve-allegations-lending-discrimination
22	February 12, 2012	48 State National Mortgage Settlement	US Government vs Institutional Lenders: Ally/GMAC Bank of America Citi JPMorgan Chase Wells Fargo (all avoid prosecutions)	45 billion	Still being determined. CA took the money to balance the budget... Attorneys had to sue state to get allocated back to homeowner help.	This agreement holds the banks accountable for their wrongdoing on robo-signing and mortgage servicing, without impeding ongoing and future investigations of the misconduct that led to the bubble and crash of the housing market. State cases against the rating agencies and bid-rigging in the municipal bond market, for example, continue. Claims and investigations against MERS and how Wall Street packaged mortgages into securities also continue.	http://www.nationalmortgagesettlement.com

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23	February 15, 2012	Audit Uncovers Extensive Flaws in Foreclosures Report Title: Foreclosure in California; A Crisis in Compliance	Information https://www.scribd.com/document/81981668/Aequitas-Sf-Report	N/A	none	Commissioned by Phil Ting, the San Francisco assessor-recorder, the report examined files of properties subject to foreclosure sales in the county from January 2009 to November 2011. About 84 percent of the files contained what appear to be clear violations of law, it said, and fully two-thirds had at least four violations or irregularities.	https://www.nytimes.com/2012/02/16/business/california-audit-finds-broad-irregularities-in-foreclosures.html
24	February 17, 2012	Citigroup pays \$158 million in mortgage fraud pact	Whistleblowers (Sherry Hunt)	158 million	applicants that qualify	Citigroup Inc (C.N) has agreed to pay \$158.3 million to settle U.S. civil claims that it defrauded the government into insuring thousands of risky home loans made by its CitiMortgage unit.	REUTERS: https://www.reuters.com/article/us-citigroup-settlement/citigroup-pays-158-million-in-mortgage-fraud-pact-idUSTRE81E1UW20120217
25	March 13, 2012	Register Of Deeds Uncovers Fraudulent Mortgage Docs	information	N/A	none	Guilford County's Register of Deeds Jeff L. Thigpen announced that a lawsuit was filed on Tuesday after announcing that his office had uncovered an abundance of falsified, forged and fraudulently executed mortgage documents. The suit was filed against LPS/DocX, Merscorp, Mers Inc. and numerous banks, loan servicers and foreclosure specialists The lawsuit was dismissed because Gilford Registry was not a landowner.	https://www.wxii12.com/article/register-of-deeds-uncovers-fraudulent-mortgage-docs/2044847 https://www.housingwire.com/articles/north-carolina-judge-finds-fatal-flaws-lawsuit-against-mers-lps/
26	April 1, 2012	New York Reaches \$25 Million Settlement in Suit against MERS and the Nation's Largest Mortgage Lenders	New York (shareholders)	5.9 million by each of the primary users of MERS	none	In the complaint, New York is seeking a declaration that the alleged practices violate the law, as well as injunctive relief, damages for harmed homeowners, and civil penalties. The lawsuit also seeks a court order requiring the defendants to cure any title defects and clear any improper liens that have resulted from the manner in which MERS has maintained its electronic recording system and carried out foreclosures.	https://www.counselorlibrary.com/insights/article.cfm?articleID=668
27	January 19, 2013	Williamson County, TX, REAL PROPERTY RECORDS AUDIT REPORT	Information	N/A	none	Th purpose land for centuries, has been to keep a transparent record of ownership of land, so that knows who to and buyers and sellers of land are confident of land is clear of encumbrances, and that large sums of money paid for land are paid to the persons with the power to convey that land. MERS system all three purposes.	https://agenda.wilco.org/mindocs/2013/COM/20130129_979/930_20130129_15%20Real%20Property%20Records%20Audit%20Report.pdf

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28	March 11, 2013	Press uncovers 1600 pages of undisclosed settlements	Federal Government	undisclosed	none	The FDIC brings actions against professionals who have acted negligently and contributed to the failure of an insured institution. These suits maximize recoveries for creditors of the failed bank receivership, including uninsured depositors and the deposit insurance fund. Pursuing a settlement agreement in many cases may avoid costly and protracted litigation and result in greater recoveries. When a settlement agreement is reached, terms and conditions are publicly available, as federal law prohibits the FDIC from entering into confidential settlements with professionals of failed institutions. We are reevaluating the optimal method to continue to provide settlement information in a manner that may enhance accessibility for the public.	https://www.forbes.com/sites/halahtouryalai/2013/03/12/is-the-fdic-protecting-banks-from-bad-press/#1c7daf717d74
29	May 13, 2013	\$8.5B Countrywide mortgage bond settlement	Investors	8.5 Billion	none	Ending a legal quagmire that stretched back to 2011, investors are finally set to receive their money from an \$8.5 billion settlement involving Bank of America , mortgages originated by its Countrywide unit, and the Bank of New York Mellon , which acted as the trustee for the mortgage bond investors.	https://www.housingwire.com/articles/37033-finally-85b-countrywide-mortgage-bond-settlement-gets-green-light/
30	June 18, 2013	Bank America Employees were told to lie	Bank of America	undetermined	none	Bank of America's mortgage servicing unit systematically lied to homeowners, fraudulently denied loan modifications, and paid their staff bonuses for deliberately pushing people into foreclosure: Yes, these allegations were suspected by any homeowner who ever had to deal with the bank to try to get a loan modification – but now they come from six former employees and one contractor, whose sworn statements were added last week to a civil lawsuit filed in federal court in Massachusetts.	https://www.npr.org/sections/thetwo-way/2013/06/18/193196756/we-were-told-to-lie-say-bank-of-america-employees
31	September 25, 2013	Freddie Mac vs CitiMortgage	Freddie Mac	395 Million	none	WASHINGTON — Citigroup has agreed to pay \$395 million to the government-controlled mortgage finance company Freddie Mac to settle claims on home loans it had sold to it. The agreement, announced on Wednesday, involves 3.7 million mortgages that were sold from 2000 to 2012.	https://www.reuters.com/article/us-citigroup-freddie-mac-mortgage-settlement-idUSBRE98Q15D20130925

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32	September 25, 2013	JPMorgan Seeking Mortgage Probe Deal With Multiple Agencies	GOVERNMENT AGENCIES	Approximately, 1 billion	none	On Thursday, JPMorgan agreed to pay \$1 billion to settle regulatory actions related to a \$6.2 billion trading loss it incurred last year in its Chief Investment Office and to allegations of wrongful billing of credit-card customers. Last week's settlements were part of a new push by the bank to try to remake its public image into one displaying more deference toward regulators.	https://www.reuters.com/article/us-jpmorgan-mbs-settlement/jpmorgan-in-talks-to-settle-mortgage-probes-source-idUSBRE98N0SB20130924 https://www.sec.gov/divisions/enforce/claims/jpmorgan-chase.htm
33	September 30, 2013	Freddie Mac vs Wells Fargo	Freddie Mac	780 million	none	Wells Fargo & Co said on Monday it will pay \$780 million in cash to Freddie Mac to resolve substantially all repurchase liabilities on home loans sold to the government-controlled mortgage company prior to 2009.	https://www.reuters.com/article/us-wellsfargo-freddie-mac-mortgage-settle/wells-fargo-to-pay-freddie-mac-780-million-to-settle-mortgage-claims-idUSBRE98T19920130930
34	November 19, 2013	JPMorgan agrees to \$13 billion mortgage settlement	Fannie Mae, Freddie Mac and DOJ	13 million	none	At issue are allegations that JPMorgan and firms it later purchased, Bear Stearns and Washington Mutual, sold risky mortgage securities during the housing bubble while misrepresenting their quality. These securities later failed in huge numbers, playing a key role in the 2008 crisis. "Without a doubt, the conduct uncovered in this investigation helped sow the seeds of the mortgage meltdown," Attorney General Eric Holder said in a statement."	https://www.justice.gov/opa/pr/justice-department-federal-and-state-partners-secure-record-13-billion-global-settlement
35	December 6, 2013	\$500 Million Countrywide Settlement	Investors	500 million	none	Senior U.S. District Court Judge Mariana R. Pfaelzer approved a settlement in which Countrywide Financial Corporation ("Countrywide") agreed to pay \$500 million to settle investors' claims that they were misled as part of Countrywide's sale of mortgage-backed securities ("MBS") from 2005 to 2007. The half-billion dollar settlement is the largest MBS class action recovery in history.	https://www.bloomberg.com/news/articles/2013-12-07/bofa-500-million-countrywide-settlement-wins-approval
36	December 10, 2013	U.S. Bankcorp settles with FHFA	Fannie Mae, Freddie Mac	53 million	none	December 10, 2013 – U.S. Bancorp on Tuesday announced a \$53 million settlement with Freddie Mac, making it the third major bank this month to close mortgage repurchase claims with the government-controlled firm.	http://tcbmag.com/news/articles/2013/u-s-bancorp-pays-53m-to-settle-mortgage-claims

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37	December 13, 2013	CFPB vs OCWEN	Homeowners/CFPB	2 billion	\$125 million to foreclosure victims - 2 billion in principle reductions to underwater borrowers **this was not honored since several more settlements followed.	WASHINGTON, D.C. — Today, the Consumer Financial Protection Bureau (CFPB), authorities in 49 states, and the District of Columbia filed a proposed court order requiring the country's largest nonbank mortgage loan servicer, Ocwen Financial Corporation, and its subsidiary, Ocwen Loan Servicing, to provide \$2 billion in principal reduction to underwater borrowers. The consent order addresses Ocwen's systemic misconduct at every stage of the mortgage servicing process. Ocwen must also refund \$125 million to the nearly 185,000 borrowers who have already been foreclosed upon and it must adhere to significant new homeowner protections.	https://files.consumerfinance.gov/f/documents/20170420_cfpb_Ocwen-Complaint.pdf
38	December 20, 2013	FHFA vs. Deutsche Bank	Fannie Mae, Freddie Mac	1.9 billion	none	The Federal Housing Finance Agency (FHFA), as conservator of Fannie Mae and Freddie Mac, today announced it has reached a settlement with Deutsche Bank AG, related companies and specifically named individuals for \$1.925 billion to resolve claims in <i>FHFA v. Deutsche Bank AG, et al.</i> , as well as certain other matters. The settlement addresses claims alleging violations of federal and state securities laws in connection with private-label mortgage-backed securities (PLS) purchased by Fannie Mae and Freddie Mac between 2005 and 2007.	https://www.fhfa.gov/Media/PublicAffairs/Pages/FHFA-Announces-\$1-9-Billion-Settlement-With-Deutsche-Bank.aspx
39	December 23, 2013	PNC to pay \$89 million to Freddie Mac to settle mortgage dispute	Fannie Mae, Freddie Mac	89 million	none	(Reuters) - PNC Financial Services Group Inc will pay Freddie Mac \$89 million to resolve all repurchase liabilities on home loans sold to the government-backed housing agency through the end of 2008. The settlement will compensate for past losses and any potential future losses on 900,000 loans sold to Freddie Mac between 2000 and 2008, PNC said in a statement.	REUTERS: https://www.reuters.com/article/us-pncfinancial-claims/pnc-to-pay-89-million-to-freddie-mac-to-settle-mortgage-dispute-idUSBRE9B50KH20131206
40	December 27, 2013	Wells Fargo Ordered To Buy Back Securities Worth \$94 Million	Investors	94 million	none	Dec 27 (Reuters) - An arbitration panel has ordered Wells Fargo & Co's brokerage unit to buy back about \$94 million of auction-rate securities from investors.	https://www.reuters.com/article/us-wellsfargo-legal/wells-fargo-ordered-to-buy-back-securities-worth-94-million-idUSBRE9BR00U20131228

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41	January 2, 2014	Deutsche Bank, U.S. shareholders settle lawsuit over mortgages	Pension funds/ municipal fund/ shareholders	undisclosed	none	NEW YORK, Jan 2 (Reuters) - Deutsche Bank AG has settled a U.S. lawsuit in which shareholders accused it of misrepresenting its ability to handle risks associated with mortgage debt prior to the 2008 financial crisis.	https://www.reuters.com/article/deutschebank-lawsuit-settlement/deutsche-bank-u-s-shareholders-settle-lawsuit-over-mortgages-idUSL2N0KC0FP20140102
42	January 9, 2014	Wall Street Predicts \$50 Billion Bill to Settle U.S. Mortgage Suits	GOVERNMENT AGENCIES	50 Billion	possibly 15 billion	If the settlements materialize, they could yield, according to the analysis, \$15 billion in relief for consumers — a mixture of cash payments and other assistance, like reductions in the size of homeowners' loan payments. A payment of \$50 billion, made up of a string of separate deals, would amount to roughly half the total annual profit of large American banks in 2012. The \$50 billion figure does not include JPMorgan's \$13 billion payout, which means the ultimate industry tab could exceed \$60 billion, according to the analysis.	https://www.cnbc.com/2014/01/10/wall-street-predicts-50-billion-bill-to-settle-us-mortgage-suits.html
43	January 31, 2014	Various investors vs Bank of America (Countrywide)	A group of 22 investors supported the settlement, including institutions such as BlackRock Inc (BLK.N), MetLife Inc (MET.N) and Allianz SE's (ALVG.DE) Pacific Investment Management Co.	8.5 billion	none	\$8.5 billion settlement with investors in mortgage securities, which would resolve much of the bank's liability from its acquisition of Countrywide Financial Corp during the financial crisis.	https://www.reuters.com/article/us-bankofamerica-mbs-settlement/court-approves-bank-of-americas-8-5-billion-mortgage-settlement-idUSBREA0U1FH20140131
44	March 17, 2014	Wells Fargo Foreclosure Manuel Exposed	Wells Fargo	see article	none	Wells Fargo created an elaborate guide for how to produce missing documents to foreclose on homeowners, according to a lawsuit that has caught the attention of state and federal regulators.	https://www.housingwire.com/articles/29732-wfc-cant-keep-alleged-bogus-foreclosure-manual-out-of-court/
45	March 27, 2014	Fannie Mae & Freddie Mac vs B of A	Fannie Mae, Freddie Mac	9.5 billion	none	Bank of America agreed Wednesday to pay \$9.5 billion to settle claims by government-sponsored mortgage finance giants Fannie Mae and Freddie Mac. The settlement is compensation the two lenders demanded in exchange for losses on securities backed by faulty loans during the housing boom.	https://www.reuters.com/article/us-bankofamerica-settlement-fnfa/bank-of-america-to-pay-9-3-billion-to-settle-mortgage-bond-claims-idUSBREA2P23720140326

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46	April 28, 2014	Fannie Mae & Freddie Mac vs Barclays	Fannie Mae, Freddie Mac	280 million	none	Washington, D.C. – The Federal Housing Finance Agency (FHFA), as conservator of Fannie Mae and Freddie Mac, today announced a settlement with Barclays Bank PLC, related companies and specifically named individuals for \$280 million. The settlement resolves claims in the lawsuit <i>FHFA v. Barclays Bank PLC</i> , et al., as well as claims against Barclays in <i>FHFA v. Ally Financial Inc.</i> , et al, alleging violations of federal and state securities laws in connection with private-label mortgage-backed securities purchased by Fannie Mae and Freddie Mac during 2005-2007. Both cases are in the U.S. District Court for the Southern District of New York. Pursuant to the agreement, Barclays will pay \$227 million to Freddie Mac and \$53 million to Fannie Mae.	https://www.fhfa.gov/Media/PublicAffairs/Pages/FHFA-Announces-\$280-Million-Settlement-with-Barclays-Bank-PLC.aspx
47	April 29, 2014	FHFA vs. First Horizon National Corporation	Fannie Mae, Freddie Mac	110 million	none	The deal marked the 12th settlement the FHFA has reached in litigation the agency began in 2011 in a number of lawsuits over about \$200 billion in mortgage-backed securities, an investment product at the center of the 2008 financial crisis. As part of the deal, First Horizon will pay \$61.6 million to Fannie Mae and \$48.4 million to Freddie Mac, the FHFA said.	https://www.fhfa.gov/Media/PublicAffairs/Pages/FHFA-Announces-\$110-Million-Settlement-with-First-Horizon-National-Corporation.aspx
48	May 7, 2014	Charged with mail fraud for investigating her own case	? Suspected retaliation for going forward with lawsuit. (Ms. McCulley denies pleading guilty to impersonating a Federal Officer)	1 year in Federal Prison	none	McCulley was sentenced in connection with her October 2013 guilty plea to false impersonation of a federal officer or employee. In an offer of proof filed by Assistant U.S. Attorney Timothy J. Racicot, the government stated that on April 24, 2012, McCulley went to the home of a person identified in the pleadings only as "T.C." in Bozeman, Montana. T.C. was a witness in a civil case involving McCulley, US Bank, and American Land and Title Company. McCulley, who appeared to be wearing a disguise, told T.C. that her name was Angela Connell and she was conducting a securities investigation into US Bank. She said T.C.'s name had been mentioned in connection with the investigation, but he was not a suspect. During her meeting with T.C., McCulley represented herself to be both an FBI agent and an agent from the Department of the Interior.	https://libertyroadmedia.com/2014/05/07/the-6-million-woman-interview-with-mary-mcculley/

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49	June 17, 2014	SunTrust to pay nearly \$1 billion for mortgage origination practices	Federal Housing and (purportedly) Homeowners	1 billion	500,000 was supposed to help homeowners. There is no evidence that this has been done.	SunTrust also violated mortgage origination practices between January 2006 and March 2012 by underwriting mortgages for insurance from the Federal Housing Administration that did not meet the agency's requirements, according to documents provided by the Justice Department.	https://www.justice.gov/opa/pr/federal-government-and-state-attorneys-general-reach-nearly-1-billion-agreement-suntrust
50	June 30, 2014	U.S. Bank to Pay \$200 Million to Resolve Alleged FHA Mortgage Lending Violations	Fannie Mae, Freddie Mac	200 million	none	As part of the settlement, U.S. Bank admitted that, from 2006 through 2011, it repeatedly certified for FHA insurance mortgage loans that did not meet HUD underwriting requirements. U.S. Bank also admitted that its quality control program did not meet FHA requirements, and as a result, it failed to identify deficiencies in many of the loans it had certified for FHA insurance, failed to self-report many deficient loans to HUD, and failed to take the corrective action required under the program. U.S. Bank further acknowledged that its conduct caused FHA to insure thousands of loans that were not eligible for insurance and that the FHA suffered substantial losses when it later paid insurance claims on those loans.	https://www.justice.gov/opa/pr/us-bank-pay-200-million-resolve-alleged-fha-mortgage-lending-violations
51	July 15, 2014	CitiMortgage Settlement	Investors	2.5 billion	none	Given that staggering sum, a \$2.5 billion payout to consumers may seem small. But surely the people who lost homes purchased with Citi mortgages will get some cash back, won't they? No. For people who ended up in foreclosure, the settlement will not bring back the old house keys. "There's nothing Citi will do to help those people," said Lisa Gilbert, a settlement critic with Public Citizen, a nonprofit group.	https://www.npr.org/2014/07/15/331444471/citigroup-settlement-offers-former-home-owners-cold-comfort
52	July 24, 2014	Citi inks \$7 billion mortgage settlement	Investors	7 billion	undetermined	It includes \$4 billion in penalties, \$2.5 billion in mortgage modifications and other relief to homeowners, and \$500 million going to five states and the Federal Deposit Insurance Corp. The settlement means Citi will be able to avoid a civil suit by the Justice Department and mirrors similar agreements with JPMorgan Chase (JPM) and other lenders in recent years.	https://money.cnn.com/2014/07/14/news/companies/citi-settlement/index.html

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53	August 20, 2014	DOJ vs Bank of America <i>Civil Action No. 3:13-cv-447</i>	Bank of America to Pay \$17 Billion in Justice Department Settlement	17 billion	Money goes to states	The deal will resolve a government investigation that stems largely from the bank's purchases of Merrill Lynch & Co. and Countrywide Financial Corp. as they teetered in the housing crisis. More than \$1 billion of the payout from the Charlotte, N.C., bank could go to a handful of states, according to a person familiar with the deal.	https://www.sec.gov/divisions/enforce/claims/bank-of-america-et-al.htm
54	August 21, 2014	Bank of America to Pay \$16.65 Billion in Historic Justice Department Settlement <i>No. 13-cv-446-MOC (W.D.N.C.)</i>	FIRREA and Homeowners	16.65 Billion	7 billion in consumer relief	Attorney General Eric Holder and Associate Attorney General Tony West announced today that the Department of Justice has reached a \$16.65 billion settlement with Bank of America Corporation – the largest civil settlement with a single entity in American history	https://www.justice.gov/opa/pr/bank-america-pay-1665-billion-historic-justice-department-settlement-financial-fraud-leading
55	December 1, 2014	Lexis Nexis 16th Annual Mortgage Fraud Report	unknown	N/A	none	With application fraud and misrepresentation being present on almost 75 percent of reported mortgage loan investigations involving industry professionals, it is clear that the financial environment resulting from the 2008 housing market crises remains a breeding ground for origination fraud.	https://risk.lexisnexis.com/insights-resources/white-paper/16th-annual-mortgage-fraud-report
56	December 29, 2014	FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS AND THE CIRCUIT COURT RECORDS OSCEOLA COUNTY, FLORIDA	Auditors https://www.osceolaclerk.com/Home/Content/forensic-examination-real-property-osceola-county?AspxAutoDetectCookieSupport=1	undetermined	to be determined	Throughout the report the Examiner found a clear pattern where “users” of the MERS® System used it to benefit corresponding (originating) lenders, interim funding lenders and warehouse aggregate lenders, who make use of investor money through the pass-through exchange without perfecting the transactions in a timely fashion.	https://www.osceolaclerk.com/Content/UploadedContent/Examination/OC_Forensic_Examination.pdf
57	March 5, 2015	2.2 MILLION Class Action Settlement re Servicemembers	Servicemembers	2.2 million	\$150 each homeowner	The \$2.2 million class action settlement agreement was reached weeks following a Justice Department decision that CitiMortgage will pay \$15 million to service members whose homes were foreclosed-upon. The CitiMortgage class action settlement gives the 4,300 proposed class members \$150 each, with \$1.6 million going to attorneys fees.	https://topclassactions.com/lawsuit-settlements/lawsuit-news/51089-service-members-reach-2-2m-class-action-settlement-citimortgage/

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58	June 22, 2015	Justice Department Reaches \$335 Million Settlement with Countrywide	Minority Homeowners	335 million	rewrite and/or modify loans	The proposed settlement provides for an independent administrator to contact and distribute payments of compensation at no cost to borrowers whom the Justice Department identifies as victims of Countrywide's discrimination.	https://www.justice.gov/usao-cdca/dojcountrywide-settlement-information
59	September 18, 2015	LEAKED SEATTLE AUDIT CONCLUDES MANY MORTGAGE DOCUMENTS ARE VOID https://www.scribd.com/doc/281414769/Updated-McDonnell-Analytics-Final-Report-City-of-Seattle-Review-of-Mortgage-Documents-Hosted-by-KingCast-Mortgage-Movies	Information	N/A	none	A Seattle housing activist on Wednesday uploaded an explosive land-record audit that the local City Council had been sitting on, revealing its far-reaching conclusion: that all assignments of mortgages the auditors studied are void. That makes any foreclosures in the city based on these documents illegal and unenforceable, and makes the King County recording offices where the documents are located a massive crime scene..	https://theintercept.com/2015/09/18/leaked-seattle-audit-concludes-many-mortgage-documents-void/
60	October 13, 2015	Countrywide RMBS Settlement http://www.cwrmbssettlement.com/docs/Exh%20B.pdf	Investors	undetermined	none	The Countrywide Settlement Agreement relates to alleged breaches by CHL of certain representations and warranties in the governing agreements of the Settlement Trusts (the "Governing Agreements"), and alleged violations by BAC HLS of prudent servicing obligations under the Governing Agreement. The Countrywide Settlement Agreement requires Bank of America and/or Countrywide to pay a total of US\$8,500,000,000.00 (US\$8.5 billion) into the Covered Trusts (the "Settlement Payment")	http://www.cwrmbssettlement.com/implementation.php
61	October 28, 2015	SIGTARP REPORT: Homeowners Have Struggled With Low Admission Rates and Lengthy Delays In Getting Help From TARP's Second-Largest Housing Program — The Hardest Hit Fund	Federal Government	undetermined	41% that applied	During the past year Treasury and states have made almost no progress in improving homeowner admission to HHF programs. Through June 30, 2014, only 41.2% of homeowners who applied got HHF assistance; one year later, that rate was essentially unchanged at 42.5%. 11 If Treasury and the HHF state housing finance agencies fail to correct course, homeowners are running out of opportunities to receive HHF assistance.	https://www.sig tarp.gov/Audit%20Reports/Homeowners_Have_Struggled_With_Low_Admission_Rates.pdf
62	October 30, 2015	SEC vs B of A and MERS	Retirement and Pension funds	335 million	none	Shareholders also said the bank knew that record keeping in Merscorp Inc's private Mortgage Electronic Registration Systems registry was so poor that it would not be able to legally foreclose on thousands of delinquent mortgages.	https://www.reuters.com/article/bankofamerica-settlement/bofa-reaches-335-mln-settlement-over-mortgages-mers-idUSL1N12U33320151030

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63	January 27, 2016	SIGTARP REPORT: Mortgage Servicers Have Wrongfully Terminated Homeowners Out of the HAMP Program	Employees who drafted the report	undetermined	none	SIGTARP's concerns over servicer misconduct contributing to homeowner redefaults in HAMP have been borne out. Treasury's findings in its on-site visits to the largest seven mortgage servicers in HAMP over the most recent four quarters show disturbing and what should be unacceptable results, as 6 of 7 of the mortgage servicers had wrongfully terminated homeowners who were in "good standing" out of HAMP.	https://www.sig tarp.gov/Audit%20Reports/Homeowners_Wrongfully_Terminated_Out_of_HAMP.pdf
64	April 11, 2016	Goldman Sachs settlement https://www.justice.gov/opa/file/839891/download	Investors, including Federal Investors	5 billion	to be determined	The resolution announced today requires Goldman to pay \$2.385 billion in a civil penalty under the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) and also requires the bank to provide \$1.8 billion in other relief, including relief to underwater homeowners, distressed borrowers and affected communities, in the form of loan forgiveness and financing for affordable housing.	https://www.justice.gov/opa/pr/goldman-sachs-agrees-pay-more-5-billion-connection-its-sale-residential-mortgage-backed
65	May 1, 2016	Mary McCulley vs U.S. Bank Cause No. DV 09-562C Gallatin County, Montana	Mary McCulley	6 million	1 million damages, 5 million punitive	In February 2014, Mary McCulley was awarded \$1 million in compensatory damages and \$5 million in punitive damages from U.S. Bank after jurors found the company guilty of fraud and constructive fraud. U.S. Bank appealed the case to the state's high court, requesting that the judgement be vacated and remanded back to Gallatin County for a new trial. However, in their opinion published Wednesday, five Montana Supreme Court justices unanimously upheld the damages awarded to McCulley.	https://www.bozemandailychronicle.com/news/crime/montana-supreme-court-affirms-million-judgment-in-u-s-bank/article_ec6cb302-2f3e-567d-9ff3-8679d344d952.html
66	December 23, 2016	U.S. Regulators vs Deutsche Bank	US Regulators	7.2 billion	none **note that borrowers can not qualify themselves, nor do they set the standards for qualifications.	Several banks in the US have been subject to investigations over allegations of giving mortgages to unqualified borrowers, then repackaging those loans as safe investments and selling the risk on to others. The inquiries related to deals done between 2005 and 2007.	https://www.bbc.com/news/business-38412816
67	December 23, 2016	U.S. Regulators vs Credit Suisse	US Regulators	5.28 billion	none **note that borrowers can not qualify themselves, nor do they set the standards for qualifications.	Several banks in the US have been subject to investigations over allegations of giving mortgages to unqualified borrowers, then repackaging those loans as safe investments and selling the risk on to others. The inquiries related to deals done between 2005 and 2007.	https://www.justice.gov/opa/pr/credit-suisse-agrees-pay-528-billion-connection-its-sale-residential-mortgage-backed

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68	December 23, 2016	Where Does the Mortgage Settlement Money Go?	various	see article	as noted	Since the 2008 housing crisis, federal regulators have touted billion-dollar settlements, which, by giving certainty to investors, are often accompanied by a jump in the bank's stock price. Financial companies have paid at least \$164 billion in more than 100 mortgage-related settlements since 2009, according to an analysis by Keefe, Bruyette & Woods. Below, we examine the eight banks that have paid the most and explain how the largest payments were divided up	https://www.nytimes.com/2016/12/23/business/dealbook/24mortgagelist.html?searchResultPosition=1
69	January 18, 2017	J. P. Morgan Chase Settlement	DOJ and borrowers	55 Million	undisclosed	JPMorgan Chase & Co has agreed to pay \$55 million to settle a U.S. Justice Department lawsuit accusing it of discriminating against minority borrowers by allowing mortgage brokers to charge them more for home loans, a person familiar with the matter said on Wednesday.	https://www.nytimes.com/2017/01/18/business/dealbook/jpmorgan-55-million-mortgage-discrimination-settlement.html
70	January 23, 2017	CFPB fines CitiFinancial Servicing and CitiMortgage \$29 million	CFPB, homeowners	28.8 million	unknown	"Citi's subsidiaries gave the runaround to borrowers who were already struggling with their mortgage payments and trying to save their homes," said CFPB Director Richard Cordray. "Consumers were kept in the dark about their options or burdened with excessive paperwork. This action will put money back in consumers' pockets and make sure borrowers can get help they need."	https://www.housingwire.com/articles/39012-cfpb-fines-citifinancial-servicing-and-citimortgage-29-million/
71	February 17, 2017	California Settles with OCWEN	State & Homeowners	223 million	minimal	The settlement includes a cash payment of \$25 million. As part of the settlement, Ocwen is also required to provide an additional \$198 million in debt forgiveness through loan modifications to existing California borrowers over a three-year period. The terms of the new settlement are a far cry from Ocwen's original California settlement.	https://www.reuters.com/article/us-ocwen-financialsettlement-dbo/ocwen-insettlement-with-californiaregulator-over-loanservicing-idUSKBN15X01P

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72	March 24, 2017	Court Issues \$45m Punitive Damages Award Against BofA Sundquist v. Bank of Am., N.A.	Sundquist family & law schools Adv. Pro. No. 14-02278, Case No. 10-35624-B-13J	45 million	6 million	In the first 30 pages of the 109-page opinion, the court walked through the facts of the case illustrating Bank of America's egregious conduct and including extensive quotes from Renee Sundquist's journal. A few highlights include the following facts. Though struggling financially, Erik and Renee Sundquist were current on their home loan, defaulting only after Bank of America told them that the only way they could get loan modification would be if they were in default. After that began a series of abortive modification attempts during which Bank of America consistently lost paperwork, denied modification for no apparent reason, or otherwise dangled modification before the Sundquists without actually providing it, while at the same time going forward then retreating on foreclosure actions. At one point, a Bank of America employee told Renee that modifications were "not real" but were simply a way for Bank of America to make more money before foreclosure.	https://www.ncbrc.org/blog/2017/03/24/punitive-damage-award-benefits-ncbrc-and-nclc/
73	October 7, 2017	How is this not Fraud?	Lenders/servicers	N/A	none	Here's how the alleged scam worked. JPMorgan moved to forgive the mortgages of tens of thousands of homeowners; the feds, in turn, credited these canceled loans against the penalties due under the 2012 and 2013 settlements. But here's the rub: In many instances, JPMorgan was forgiving loans on properties it no longer owned. The alleged fraud is described in internal JPMorgan documents, public records, testimony from homeowners and investors burned in the scam, and other evidence presented in a blockbuster lawsuit against JPMorgan, now being heard in US District Court in New York City. JPMorgan no longer owned the properties because it had sold the mortgages years earlier to 21 third-party investors, including three companies owned by Larry Schneider. Those companies are the plaintiffs in the lawsuit; Schneider is also aiding the federal government in a related case against the bank. In a bizarre twist, a company associated with the Church of Scientology facilitated the apparent scheme.	https://www.esquire.com/news-politics/politics/a12787808/jp-morgan-mortgage-scam/

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74	October 16, 2017	JP Morgan Chase to pay additional billions to cover past modification failures.	undisclosed	approx 4.2 billion	undetermined	The \$4.2B that Morgan-Chase was supposed to pay in kind was to come in the form of debt forgiveness to borrowers who were about to lose their homes, but rather than do this, Morgan-Chase found a way to forgive the loans of people who didn't owe Chase any money (!), and to pull a list of other baroque cons that threw cities into chaos and revictimized people who'd lost their houses due to Morgan-Chase's brutal foreclosure policies.	https://boingboing.net/2017/10/06/eric-holders-legacy.html
75	October 25, 2017	Various AG's vs. Deutsche Bank https://www.oag.ca.gov/system/files/attachments/press_releases/Settlement.pdf	State AG's	220 million	none	Since its inception in approximately 1986, LIBOR has been a benchmark interest rate used in financial markets around the world. Futures, options, swaps, and other derivative financial instruments traded in the over-the-counter market and on exchanges worldwide are frequently settled based on LIBOR. In addition, mortgages, credit cards, student loans, and other consumer lending products often use LIBOR as a reference rate.	https://www.oag.ca.gov/news/press-releases/attorney-general-becerra-announces-220-million-multistate-settlement-deutsche
76	December 17, 2017	OCWEN settlement with 2 more states	States & Homeowners	2.5 million shares	none	Ocwen Financial's settlement streak is continuing, as the nonbank announced Wednesday that it reached settlements with two more states that will remove each state's mortgage servicing restrictions on Ocwen's business. Ocwen also disclosed Wednesday that it finalized a settlement agreement covering a class action lawsuit over the nonbank restating its 2013 and 2014 earnings after its auditor found a potential "material weakness" in the way it valued and recorded a financial transaction. Over the last few months, Ocwen began settling with some of the 31 states that took regulatory actions against the nonbank earlier this year over alleged escrow and other servicing issues.	https://www.housingwire.com/articles/42155-ocwen-reaches-mortgage-servicing-settlements-with-two-more-states/
77	January 29, 2018	Bank of America Pays \$3.4M to Whistleblower	Whistleblower	3.4 million	single homeowner	Jacobs examined his promissory note, but the signatures didn't add up. One signature was a person who left Countrywide in 2006. This led him to uncover the practice of intentionally filing copies of promissory notes bearing rubber-stamped unauthorized endorsement signatures. Part of the \$2.4 billion judgment against Bank of America, the bank could not use anything other than competent evidence in foreclosure cases. Therefore, their pursuing foreclosures were not legally binding.	https://www.law.com/dailybusinessreview/sites/dailybusinessreview/2018/01/29/bank-of-america-to-pay-3-4m-whistleblower-settlement-over-foreclosure-practices/?sreturn=20200011225956

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78	February 15, 2018	Bancorp U.S. Bancorp to pay \$613 million for money-laundering violations	Treasury and OCC, Federal Reserve & DOJ	623 million	none	After adjusting for credits related to prior repAs part of the settlement, U.S. Bancorp agreed to forfeit \$453 million and to pay fines to the Treasury Department, the Office of the Comptroller of the Currency and the Federal Reserve, the Justice Department said in a statement. It said that the bank, through its subsidiary U.S. Bank National Association, deliberately ran an inadequate anti-money-laundering program from 2009 to 2014. U.S. Bancorp failed to detect large numbers of suspicious transactions and concealed its missteps from regulators, it said.urchases, U.S. Bancorp will make a one-time \$53 million cash payment to Freddie Mac. The bank said it had set aside the money for the agreement in September.	https://www.reuters.com/article/us-usa-usbancorp/u-sbancorp-to-pay-613-millionfor-money-launderingviolations-idUSKCN1FZ1YJ
79	April 26, 2018	Wells Fargo Settlement (Mortgage Lock Extension fees)	Mortgage regulators/homeowners	1 billion	unknown	Wells Fargo is trying to make amends after multiple mishaps that made headlines nationwide. On April 20, the bank said it would pay \$1 billion to federal regulators that fined it for allegedly engaging in foul practices that impacted mortgage and auto loan customers. One of the agencies penalizing the bank is the Consumer Financial Protection Bureau (CFPB), which just imposed the steepest fine it has ever slapped on a financial services provider.	https://www.reuters.com/article/us-usa-usbancorp/u-s-bancorp-to-pay-613-million-for-money-laundering-violations-idUSKCN1FZ1YJ
80	July 2, 2018	Wells Fargo Agrees to \$30M FHA Mortgage Class Action Settlement	class members	30 million	\$30. to each class member	A \$30 million settlement has been proposed that would end a Wells Fargo FHA mortgage class action lawsuit alleging that the bank charged consumers interest even after they had paid off their loan.	https://topclassactions.com/lawsuit-settlements/lawsuit-news/850840-wells-fargo-agrees-30m-fha-mortgage-class-action-settlement/
81	July 25, 2018	U.S. Bank vs USB Case 1:12-cv-07322-PKC http://s3.amazonaws.com/cdn.orrick.com/files/Order-on-Settlement.pdf	U.S. Bank	850 million	none	On July 25, 2018, U.S. Bank NA and UBS AG announced they had reached an \$850 million settlement in connection with a dispute over loans in three residential mortgage-backed securities trusts	https://www.jdsupra.com/legalnews/u-s-bank-and-ubs-reach-850m-settlement-42114/
82	August 1, 2018	Wells Fargo has agreed to pay a \$2.09 billion fine for issuing mortgage loans it knew contained incorrect income information	Investors, State	2.09 billion	none (claimed no homeowners were harmed)	"Today's agreement holds Wells Fargo responsible for originating and selling tens of thousands of loans that were packaged into securities and subsequently defaulted," Alex Tse, acting US Attorney for the Northern District of California, said in a statement. Wells Fargo is not admitting liability as part of the settlement.	https://money.cnn.com/2018/08/01/investing/wells-fargo-settlement-mortgage-loans/index.html

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	LEGEND	reports/white papers & studies	legal		Predictions and Articles	settlements	LEGEND
83	August 20, 2018	NCLC - National Consumer Law Center comments to HUD	consumers	N/A	protections	During the subprime lending boom that led to the Great Recession of 2008, communities of color were targeted for high-risk, high interest rate loans. The former Director of the Consumer Financial Protection Bureau (CFPB), Richard Cordray, noted that communities of color were hit especially hard by the financial crisis: African-American households saw their median wealth decline by 53 percent between 2005 and 2009, and Hispanic households saw an even steeper decline of 66 percent.	https://www.nclc.org/images/pdf/special_projects/racial_justice/hud-disparate-impact-comments-august2018.pdf
84	February 2, 2019	Rigged for Wall Street - Trump DOJ Imposes Penalties 70% Lower Than Obama DOJ, Lets Banks Refuse to Admit to Alleged Financial Crisis-Era Wrongdoing	Wall Street	undetermined	as noted	Feb. 4, 2019 – President Trump’s Justice Department in 2018 settled four cases against big banks for financial crisis-era allegations of toxic securities abuses. On average, Trump’s DOJ imposed penalties that were 70 percent lower than those imposed by Obama’s DOJ. These four 2018 settlements, which the DOJ entered into with Royal Bank of Scotland,1 Wells Fargo2 and Barclays Capital,3 and HSBC,4 reveal the reduced enforcement that big banks that triggered the Great Recession now face.	https://www.citizen.org/wp-content/uploads/2018-DOJ-rmbbs-bank-penalties-obama-trump.pdf https://www.nytimes.com/2018/11/03/us/trump-sec-doj-corporate-penalties.html
85	March 20, 2019	Wells Fargo to pay \$13 million to settle claims of improperly modifying bankrupt borrowers’ mortgages	Shareholders?	13 million	none noted	Wells Fargo will pay more than \$13 million to settle a pending class-action lawsuit that accused the bank of “improperly” modifying the mortgages of borrowers who had declared bankruptcy. According to the bank, it recently reached a settlement in the pending class-action suit, which accused the bank of “improperly filing mortgage payment change notices” on borrowers who were in the midst of Chapter 13 bankruptcy proceedings.	https://www.housingwire.com/articles/48481-wells-fargo-to-pay-13-million-to-settle-claims-of-improperly-modifying-bankrupt-borrowers-mortgages/
86	April 3, 2019	State ordered to return NMS Funds to homeowners	California Ordered to Return \$331 Million to Troubled Homeowners	\$331 million	This money represents money denied homeowners in the NMS	Negating the shifty maneuver engineered by one of California’s most experienced politicians on Tuesday – after nearly seven years – a state appeals court ordered the state to pull \$331 million back from the general fund and use the money to pay for homeowner-assistance programs.	https://www.lexology.com/library/detail.aspx?g=c00b3052-36b4-4170-a984-53970adea641
87	June 18, 2019	CitiMortgage agrees to pay \$7.8 million in Overdue Interest on Escrow Impound Accounts	94,000 California Homeowners	7.8 million	94,000 California Homeowners	SACRAMENTO – CitiMortgage, Inc. has agreed to pay \$7.8 million in overdue interest to more than 94,000 California homeowners under a settlement finalized today with the California Department of Business Oversight (DBO).	https://dbo.ca.gov/2019/06/18/citimortgage-agrees-to-pay-7-8-million/

RECORD OF SETTLEMENTS AND FRAUD REPORTS

	DATES	NAME OF SETTLEMENT	WHO BENEFITS	AMOUNT	HOMEOWNER RELIEF	SUMMARY	SITE OR CITE
	LEGEND	reports/white papers & studies	legal		Predictions and Articles	settlements	LEGEND
88	August 6, 2019	Maine Residents vs Ocwen	Maine homeowners involved in lawsuit	To be determined based on number of borrowers Ocwen pursued with inaccurate documents.	To put the issue to rest, Ocwen has agreed with Maine's attorney general and consumer bureau to make amends in a deal that will have the company pay more than \$50,000 in attorney fees for the borrowers it pursued, \$24,000 in civil penalties, and \$10,000 in investigative costs to the state.	According to the Maine Bureau of Consumer Credit Protection, Ocwen Loan Servicing instigated foreclosures on loans based on paperwork that was determined to be legally inaccurate. According to the consent agreement, Ocwen "had no authority to execute documents as an 'Attorney in Fact' for legal entities which have had no corporate existence since March 13, 2012."	https://www.housingwire.com/articles/49795-ocwen-agrees-to-refund-maine-residents-to-end-foreclosure-dispute-with-the-state/
89	October 11, 2019	OCC vs CitiMortgage	OCC	30 million	none	The Office of the Comptroller of the Currency announced Friday that it fined Citibank \$30 million for "violations related to the holding period of other real estate owned." Under federal banking regulations, there is a two-year limit on banks maintaining possession of a foreclosed property. The rules stipulate that banks can apply for an annual exemption that can push their ownership of a property to as much as five years.	OCC: https://www.occ.gov/news-issuances/news-releases/2019/nr-occ-2019-118.html
90	November 5, 2019	B of A to Settle Countrywide Appraisal suit	Plaintiffs - class actions plaintiffs	to be determined in 30 days	undetermined	The settlement would resolve the litigation on a classwide basis, ending a case that dates back as far as 2013 and revolves around allegations that Countrywide, which Bank of America bought in 2008, and an affiliated appraisal vendor schemed in the years leading up to the financial crisis to generate bogus, inflated appraisals in order to close as many home loans as possible.	https://news.bloomberglaw.com/banking-law/bank-of-america-reaches-deal-in-countrywide-appraisal-class-action

The People's Remedy and Restoration Act-The New Declaration of Independence 2025
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The People's Remedy and Restoration Act-The New Declaration of Independence 2025

We, the People of these united States, in lawful assembly and in recognition of the Petition of Remonstrance, Amicus Brief and the Affidavit of Remedy has been formally delivered across three presidential administrations to the President, the Congress of these united States, the Supreme Court, the legislative bodies of each state, their respective Governors, and to the legislative authorities of the District of Columbia, and over six hundred state and federal offices, do hereby declare and affirm this Act as the lawful instrument to restore constitutional governance and remedy systemic corruption.

Since the founding of this Nation, it has been the duty of the People to safeguard liberty, property, and family rights against tyranny and unlawful usurpation. Today, the sovereignty of the Republic is under direct threat from widespread fraud and systemic crimes perpetrated through counterfeit, forged, and perjured filings entered into our land and court records. These acts constitute treason and domestic terrorism under federal law and are further compounded by the unlawful use of digital platforms and software systems designed or operated without risk management or oversight, allowing corruption to flourish unchecked.

Through this Act, the People call upon their government to act decisively: to audit and recover all stolen property and records, to dismantle corrupted networks, and to ensure that such crimes can never again be hidden behind technology or private monopolies. This Act is the lawful bridge between historic duty and modern enforcement — uniting the past, present, and future of our Republic in a single demand for justice and restoration.

SECTION 1. SHORT TITLE

This Act may be cited as the “People's Remedy and Restoration Act.”

SECTION 2. PURPOSE

The purpose of this Act is to restore constitutional governance, protect the sovereignty of these united States, and safeguard property, family rights, and retirement systems by addressing systemic fraud, treason, and domestic terrorism within the judicial system, land and court records, and the digital platforms and government agencies that manage and access these records.

These platforms and agencies have been used to conceal fraudulent filings, counterfeit property records, falsified court judgments, and unlawful case entries, as well as to facilitate child and elder trafficking, unlawful property seizures, and estate exploitation under color of law.

Whistleblowers have provided documented evidence that these systems operate without adequate risk management controls, and often contain undisclosed backdoors and hidden financial pipelines, enabling private corporations and government entities to manipulate data and divert assets without public knowledge or lawful due process.

Together, these systems and agencies form a nationwide network of organized fraud and trafficking, allowing the coordinated theft of homes, land, identities, deeds, children, elders, estates, and other assets of the People. This network constitutes not only organized crime but also acts of domestic terrorism and treason, requiring immediate federal intervention and enforcement.

This Act establishes a national framework for lawful audit, recovery, and restitution, ensuring the return of stolen property and rights, the dismantling of corrupted systems, and the implementation of federally mandated constitutional safeguards to prevent future abuse.

SECTION 3. CONGRESSIONAL FINDINGS

- 1. Counterfeit, forged, and perjured documents have been systematically entered into land record systems and court files, often through digital platforms such as ERDS, S.E.C.U.R.E., Tyler Technologies, E-File, MERS, and others.*
- 2. Whistleblowers have provided documented evidence that these systems are designed or operated without required risk management protocols and contain hidden back doors that allow manipulation of records.*
- 3. These crimes cross state lines and involve interstate commerce, triggering federal jurisdiction under Article I, Section 8, the Supremacy Clause, and applicable federal statutes, including 18 U.S.C. § 2331 and 18 U.S.C. § 2381.*
- 4. MERS has been shown through testimony and federal cases to lack oversight, proper audit trails, and has been used to conceal true ownership of property while enabling fraud at scale.*
- 5. Neither state nor local agencies have implemented proper risk management controls as required by the Northwest Ordinance of 1787, resulting in unmonitored systemic fraud.*

SECTION 3A. DIGITAL SYSTEMS ACCOUNTABILITY AND TRANSPARENCY

(a) Scope and Purpose

Congress recognizes that widespread systemic fraud has been enabled and concealed by a network of interconnected digital platforms spanning courts, land records, prisons, juvenile detention centers, welfare systems, health care systems, insurance agencies, banking institutions, law enforcement databases, and government agencies at the federal, state, and municipal levels.

These agencies and private contractors often share access through direct integrations, vendor-managed portals, and administrative backdoors, allowing the manipulation of records and the transfer of sensitive data without judicial warrants or public oversight.

The combined effect of this structure is a shadow network that has operated without proper constitutional oversight, risk management, or public accountability, resulting in the unlawful deprivation of rights and property on a national scale, and undermining the sovereignty of these united States and the liberty of the People.

This section establishes the framework for identifying, auditing, and dismantling unlawful data integrations and backdoor access points that have been used to traffic children and vulnerable adults, unlawfully seize property, conceal fraudulent filings, and manipulate financial and legal outcomes in violation of the Constitution and federal statutes.

(b) Covered Systems and Entities

The platforms and entities implicated include, but are not limited to:

Land and Court Record Systems

- 1. Electronic Recording Delivery Systems (ERDS) and S.E.C.U.R.E., used for the electronic transfer and official recording of deeds, titles, liens, and other property records.*
- 2. Tyler Technologies' Odyssey and integrated land record platforms, including Eagle Recorder, form a unified ecosystem used by counties and municipalities across the nation. Odyssey is widely deployed for civil, family, probate, guardianship, and criminal courts, enabling digital case filings, judgments, and orders, while Eagle Recorder and related property recording platforms are used for deeds, mortgages, liens, foreclosures, tax sales, and transfers of title.*

These systems are interconnected, allowing a single vendor to control both the judicial process (through Odyssey) and the recording of property interests (through Eagle Recorder). This integration has enabled the seamless concealment

of fraudulent property transactions, counterfeit deeds, falsified judgments, and unlawful guardianship filings, bypassing constitutional safeguards and public transparency. E-File portals, operated by Tyler Technologies and other vendors, used to submit digital court filings, orders, and judgments without proper verification of authenticity, creating opportunities for forged or counterfeit documents to enter official court and land records.

3. *Mortgage Electronic Registration Systems (MERS) is now owned and controlled by Intercontinental Exchange (ICE), the parent company of the New York Stock Exchange (NYSE) and other global financial markets. MERS has been shown through sworn testimony, federal investigations, and court cases to lack oversight, independent audit trails, and lawful transparency, and has been repeatedly used to conceal the true ownership of property interests, bypass constitutional recording requirements, and enable fraud on a national and international scale.*

Through its integration with securitization markets and derivative instruments, MERS serves as a private, unregulated shadow registry, allowing bundled mortgage assets to be traded in global financial markets without disclosure to property owners or public recording offices. This has enabled the laundering of fraudulent property transfers, the concealment of counterfeit mortgage assignments, and the manipulation of property titles to generate profit in secondary and tertiary markets.

By placing control of this registry under a private corporation that also operates global stock exchanges, a direct conflict of interest exists that threatens the sovereignty of these united States and undermines the constitutional right of the People to secure property under lawful, transparent systems.

Protective Services and Guardianship Systems

1. *NAPIS (National Adult Protective Services Information System) and LEAPS (Legal and Adult Protective Services), which manage APS investigations and guardianship matters.*
2. *SACWIS / CCWIS systems, which manage CPS cases and, in some states, overlap with APS and guardianship functions.*
3. *These systems have been tied to child and elder trafficking, fraudulent guardianships, and unlawful seizures of estates and assets.*

Law Enforcement and Criminal Databases

1. *LEADS (Law Enforcement Agencies Data System) and NCIC (National Crime Information Center), which track warrants, arrests, and criminal histories.*
2. *These systems sometimes directly interface with courts and welfare agencies, allowing unlawful interventions and removals based on fabricated or altered records.*

Prisons, Juvenile Detention, and Monitoring Systems

The following private entities and their platforms are identified as examples of the interconnected systems contributing to systemic fraud and abuse. This list is illustrative and not exclusive, as other contractors and programs may also fall under the scope of this Act:

1. *The GEO Group, Inc. – a major private corrections corporation operating prisons and detention centers nationwide under federal, state, and local contracts.*
2. *Abraxas Youth & Family Services, a GEO subsidiary, manages juvenile detention and treatment facilities, including, but not limited to, the Abraxas Academy in Morgantown, Pennsylvania, and Abraxas Youth Center in South Mountain, Pennsylvania.*
3. *BI Incorporated, also owned by GEO, operates the Intensive Supervision Appearance Program (ISAP) under contracts with the Department of Homeland Security (DHS) and Immigration and Customs Enforcement (ICE), using GPS ankle monitors, digital check-in tools, and case management platforms to track and supervise individuals under government oversight.*

These integrated systems directly connect court orders, prison populations, juvenile placements, and digital monitoring programs, creating an ecosystem that is highly vulnerable to abuse, fraud, and manipulation.

Insurance, Health Care, and Welfare Systems

1. *Medicaid Management Information Systems (MMIS), Medicare databases, and state welfare portals.*
2. *State Departments of Insurance and private insurers connected to these systems for claims processing.*

3. *These integrations have been exploited for fraudulent billing, unauthorized guardianships, and the diversion of benefits and estates.*

Financial Institutions and Banking Networks

1. *Systems such as ACAPS (Automated Claims Access Processing Systems) that allow direct, real-time communication between courts, banks, and title systems.*
2. *These connections enable unlawful freezes, seizures, or transfers of funds and property based on fraudulent or counterfeit digital filings, in violation of 12 U.S.C. § 3401 et seq. (Right to Financial Privacy Act).*

(c) Backdoor Access and Data Sharing

1. *Many of these platforms are linked through undisclosed vendor interfaces, administrative backdoor accounts, and interagency agreements.*
2. *This structure enables private corporations, banks, and government agencies to share data without judicial warrants or individualized due process.*
3. *Such practices violate the Fourth Amendment, which protects against unlawful search and seizure of private data; the Fifth and Fourteenth Amendments, which guarantee due process and equal protection of law; Article I, Section 8, which limits the regulation of commerce and public records to Congress; Article IV, Section 4, which guarantees a republican form of government; and Article VI, the Supremacy Clause, which establishes that federal constitutional protections override conflicting private or state systems.*

(d) Statutory Violations

The operation and concealment of these systems constitute violations of multiple federal statutes, including:

1. *18 U.S.C. § 1030 (Computer Fraud and Abuse Act) – prohibits unauthorized access or use of computer systems.*
2. *18 U.S.C. §§ 1341–1343 (Mail and Wire Fraud) – applies to fraudulent schemes conducted electronically or via mail.*
3. *18 U.S.C. § 1962 (RICO) – prohibits racketeering through enterprises involving ongoing systemic fraud.*

4. 18 U.S.C. § 2331 – defines and criminalizes domestic terrorism.

5. 18 U.S.C. § 2381 – defines and criminalizes treason.

(e) Congressional Action Required

Congress hereby declares that:

1. *These interconnected digital systems constitute a national security threat.*
2. *They shall be audited in full and, upon discovery of unlawful backdoors, counterfeit filings, or fraudulent integrations, shall be immediately dismantled and federally seized to protect the People, the Constitution, and the sovereignty of these united States. The owners, operators, and controlling parties of these systems shall be held personally and criminally liable for their role in the creation, concealment, or operation of unlawful backdoors, counterfeit filings, or fraudulent integrations, with no immunity or protection from prosecution under this Act.*
3. *Private corporations and government officials found complicit shall be subject to prosecution for treason, domestic terrorism, wire fraud, RICO violations, and deprivation of rights under color of law pursuant to 18 U.S.C. §§ 241–242.*
4. *Federal oversight shall be established to ensure transparent, constitutional, and tamper-proof record systems going forward.*

(f) Purpose of This Section

This Section forms the bridge between Congressional Findings and the Declaration of National Emergency, providing the factual and legal basis for federal seizure, audits, and enforcement actions mandated under this Act.

SECTION 4. DECLARATION OF NATIONAL EMERGENCY

The fraudulent manipulation of land and court record systems constitutes a National Emergency under 50 U.S.C. § 1601 et seq. Such actions are declared as Domestic Terrorism under 18 U.S.C. § 2331 and Treason under 18 U.S.C. § 2381. They also constitute Deprivation of Rights Under Color of Law under 18 U.S.C. §§ 241–242 and Obstruction of Justice under 18 U.S.C. § 1503.

SECTION 5. DOGE AUDIT AND RECOVERY AUTHORITY

DOGE shall act as the federal executor of this Act, with exclusive authority to audit and recover assets, records, and systems compromised by fraud.

Audit Scope:

All physical land and court records shall be subject to audit, including every digital system used for record management such as ERDS, S.E.C.U.R.E., Tyler Technologies, E-File, MERS, and equivalent platforms. The audit shall also encompass all databases connected to public records, including but not limited to Child Protective Services (CPS), Adult Protective Services (APS), guardianship, probate, municipal, state, and private systems that directly or indirectly interface with land and court records.

Recovery Powers:

The federal government is authorized to immediately seize corrupted systems and fraudulent records, including all related digital evidence such as source code, logs, and access credentials. A National Registry of Fraudulent Instruments shall be established to track counterfeit filings and prevent concealment. In addition, a secure hotline shall be established, accessible via telephone and the internet, to allow victims and informed individuals to report evidence of fraud or criminal activity for investigation and enforcement.

Accountability for Fraudulent Filings and Recordings

Congress finds that current statutes fail to adequately punish the creation, filing, and recording of fraudulent property documents, even when such documents are later used to commit wire fraud or other crimes.

Whistleblowers have provided evidence of systemic, nationwide schemes involving thousands of victims, in which fraudulent business entities, shell corporations, and fabricated LLCs are created and falsely presented as legitimate financial institutions — including under the name “Bank of New York Mellon, as Trustee.” These entities conceal the true party in interest, creating the false perception of lawful authority to foreclose, seize, or transfer property and assets, while shielding the actual perpetrators.

Congress finds that the federal prosecution of Patrick Joseph Soria (e.g., U.S. v. Patrick Joseph Soria, Case No. 2:21-cr-00049-JFW (C.D. Cal.) and related actions in California and Montana). The case of Patrick Joseph Soria, convicted in 2021 for conspiracy to commit wire fraud and contempt of court after defrauding over 2,000 homeowners and lenders, demonstrates this systemic failure. His scheme relied on the recording of counterfeit deeds and falsified title documents across multiple states, causing over \$7.6 million in verified losses. However, no penalties were imposed for the act of recording these fraudulent documents, leaving the core crime unpunished and hundreds of trillions

of dollars in cumulative damages unaddressed, harming both victims and the national economy.

This Act closes that loophole by establishing that any person, entity, or agent who knowingly prepares, files, records, or causes to be filed or recorded any false, counterfeit, forged, or perjured document affecting land, court records or dockets shall be guilty of a distinct and separate offense, in addition to charges for subsequent fraud.

Such conduct shall be prosecuted under 18 U.S.C. § 2381 (Treason), 18 U.S.C. § 2331 (Domestic Terrorism), 18 U.S.C. §§ 1341–1343 (Mail and Wire Fraud), and related federal statutes.

Civil remedies shall include restitution to victims, treble damages under 18 U.S.C. § 1964 and 42 U.S.C. § 1983, and the seizure of all profits, property, and assets obtained through fraudulent filings.

Penalties shall also include permanent disqualification from holding any fiduciary, recording, judicial, or administrative role related to public records, mandatory restitution to restore the property and rights of victims, and federal prosecution as acts of treason and domestic terrorism where systemic fraud has been proven.

Fraudulent Transfers, Tax Evasion, and Judicial Complicity

Congress finds that fraudulent property transfers, including the use of straw buyers, shell corporations, credit-bid manipulations, and secret agreements, have been systematically employed to evade taxation, conceal beneficial ownership, and unlawfully seize property without proper public oversight.

Through these schemes, fraudulent documents are recorded through private systems such as MERS, e-file portals, and proprietary county recording platforms. These transactions appear legitimate while masking taxable events and shielding illicit gains, depriving federal, state, and local governments of hundreds of billions annually in property, transfer, income, and capital gains taxes.

This conduct contributes directly to the U.S. tax gap, which the IRS estimates at over \$600 billion each year, representing a catastrophic loss of public revenue and undermining the economic security of these united States.

Illustrative Cases and Patterns of Abuse:

Straw Buyer Fraud: In San Diego, Timothy E. Shannahan pled guilty in a \$5 million mortgage fraud conspiracy, using falsified identities and fabricated documents to obtain property loans. These transactions were funneled through official recording systems,

concealing taxable income and creating counterfeit ownership records that appeared lawful while perpetuating systemic fraud.

Judicial Corruption: In Michigan, Supreme Court Justice Diane M. Hathaway manipulated property transfers among family members and shell entities to engineer a fraudulent short sale on a \$1.5 million home, while retaining a debt-free Florida property. Despite a felony conviction for bank fraud, the underlying fraudulent recordings were never seized or reversed, leaving public records corrupted and tax liabilities uncollected.

Federal Concealment via FHFA: Evidence contained in the binders delivered to DOGE and congressional committees demonstrates that the Federal Housing Finance Agency (FHFA) contracts with law firms and third-party servicing entities to conceal its role as the true beneficial party of interest in property and mortgage transactions. These secret agreements are structured to bypass proper public recording and obscure federal involvement from victims and, at times, from judges themselves. When victims present evidence of counterfeit or perjured filings, courts that ignore these claims become accessories by willful blindness, further eroding trust in the judiciary and the rule of law.

These examples reflect a national pattern of systemic fraud, in which fraudulent documents are created, filed, and recorded to facilitate tax evasion and concealment of true ownership, public records are corrupted at the source through MERS and private recording networks, and government agencies, including FHFA, knowingly participate through secret agreements that disguise their interests and obstruct transparency.

This conduct has left billions in fraudulent gains hidden, with cumulative losses to the People and Treasury measured in hundreds of trillions of dollars over decades.

The civil and criminal penalties for these acts are established elsewhere in this Act. This section affirms that tax evasion, judicial self-dealing, and concealed federal agreements are inseparable from the larger counterfeit and forged document crisis, and that they pose a direct threat to constitutional governance and the sovereignty of these united States.

End perpetual Property Tax: Perpetual property taxation is prohibited. Property taxes shall be limited to lawful, finite assessments necessary for the administration of essential local government services and shall not create a permanent lien, encumbrance, or forfeiture condition against private property. Title to private property shall be considered absolute upon lawful purchase and recording, free from any recurring tax obligation that would extinguish or diminish ownership rights.

No property may be seized, sold, or transferred solely for nonpayment of property taxes unless and until a final judicial determination has been made in open court, with full due process protections under the Fifth and Fourteenth Amendments. Any tax foreclosure or property seizure conducted without such judicial determination shall be deemed void ab initio, fraudulent under this Act, and subject to federal seizure and prosecution under 18 U.S.C. §§ 241–242 and related statutes.

SECTION 6. REQUIRED RISK MANAGEMENT SYSTEMS

All record systems, whether physical or digital, must meet federally mandated risk management standards, including tamper-proof audit logs, encryption, verified identity access controls, independent third-party inspections, and continuous monitoring.

Governors shall certify compliance annually for state-level systems, and state judicial branches shall provide full access and cooperation to federal oversight authorities. Failure to comply shall result in immediate federal receivership and DOGE takeover of the affected systems.

Any undisclosed back doors found in ERDS-type systems shall be permanently removed under federal supervision and prosecuted as national security offenses.

Mandatory Wet Ink Signature Requirement:

All core legal instruments, paperwork or documents, including but not limited to those affecting property, family rights, guardianship, probate, child or elder cases and court judgments, shall be executed with original wet ink signatures by the responsible parties and officials. No legal instrument shall be recorded, or caused to be recorded, into any land record, court record, or docket without such original wet ink signatures. These original documents shall be preserved in secure physical archives and maintained in a manner that guarantees their integrity, while ensuring accessibility for public oversight and independent audit.

Digital copies may be used for convenience and public access, but they shall not replace or supersede the requirement for physical originals. Any attempt to record, submit, or enforce a digital-only instrument in place of a wet ink original shall be deemed void and fraudulent under this Act and subject to federal seizure and prosecution. No judge or court officer may accept, rely upon, or act upon any document that is a copy rather than the genuine original wet ink instrument required herein, except by the explicit, written agreement of all parties to the case. In any proceeding where a party asserts that a document is fraudulent or challenges its authenticity, the judge shall be legally and lawfully required to demand production of the original wet ink instrument. Any failure by a judge to require and verify the original shall constitute willful misconduct, a violation

of constitutional due process, and grounds for removal, federal intervention, and prosecution under this Act.

Any judge, court officer, government official, or private actor who knowingly accepts, relies upon, or enforces a counterfeit, forged, or perjured document in place of a genuine original wet ink instrument shall be guilty of willful misconduct and a violation of constitutional due process. Such acts, when part of a systemic scheme to seize property, remove children or vulnerable adults, or obstruct the lawful functioning of government, shall constitute domestic terrorism under 18 U.S.C. § 2331 and treason under 18 U.S.C. § 2381, and shall be prosecuted accordingly under this Act.

Any case, proceeding, judgment, or action found to rely upon counterfeit, forged, perjured, or digital-only documents in violation of this Act shall be deemed void ab initio and of no legal effect. In such instances, immediate judgment shall be entered in favor of the victim and damaged party, including the return of all property, rights, and assets wrongfully taken. All damages, including but not limited to economic, property, personal, and consequential harm, shall be trebled and awarded as mandatory restitution to the victim or damaged party, and the matter shall be mandatorily referred for federal prosecution and the imposition of all applicable civil penalties and sanctions as required by law.

SECTION 7. OFFICE OF P.R.O.T.E.C.T.

The Office of P.R.O.T.E.C.T. (Preservation Republic Oversight Taskforce through Executive and Constitutional Trust) is hereby established as an independent constitutional body of, by, and for the People of these united States. It shall exist to ensure that the People have a direct and accessible forum to bring their cases, grievances, and demands for redress, free from obstruction or corruption by private entities, courts, or monopolistic organizations.

While fully independent, P.R.O.T.E.C.T. shall coordinate and cooperate with the lawful functions of the United States Government, including its executive agencies, Congress, and law enforcement bodies, for the purpose of securing justice, protecting victims, and enforcing the provisions of this Act. Such coordination shall not create subordination, merger, or dependency, and P.R.O.T.E.C.T. shall retain sole constitutional authority to act on behalf of the People, free from external control or political interference.

P.R.O.T.E.C.T. shall have express authority to investigate, audit, and hold accountable members of the judicial branch, including judges, clerks, officers of the court, and associated entities, for systemic fraud, deprivation of rights under color of law, or violations of constitutional duties. This authority shall extend to state and federal courts

where evidence demonstrates that judicial officers have acted outside the lawful scope of their Article III or state judicial authority.

In exercising this power, P.R.O.T.E.C.T. may initiate independent investigations, compel the production of records, and certify findings of fraud or constitutional violations to Congress, the Department of Government Efficiency (DOGE), and appropriate federal enforcement agencies. P.R.O.T.E.C.T. may also issue recommendations for impeachment, removal, or criminal prosecution of judicial officers engaged in treason, domestic terrorism, systemic fraud, or organized deprivation of rights.

The judicial branch shall not interfere with, limit, or obstruct the actions of P.R.O.T.E.C.T. in performing its oversight functions under this Act. Such oversight shall be considered a constitutional check and balance and shall not be deemed a violation of judicial independence, as no branch of government may operate above the Constitution or outside the rule of law.

In fulfilling this mandate, P.R.O.T.E.C.T. shall serve as both an oversight authority and a constitutional trust, empowered to act as the lawful protector, advocate, and enforcement arm for the People. This includes representing victims, initiating bounty enforcement actions, and exercising independent investigative and policing powers to address systemic fraud, trafficking, unlawful takings, and deprivation of rights under color of law. P.R.O.T.E.C.T. shall ensure that all remedies, audits, and recoveries under this Act are carried out faithfully, transparently, and in strict adherence to the Constitution, thereby safeguarding the Republic and restoring lawful governance.

(a) Governance

The initial governing body of P.R.O.T.E.C.T. shall consist of the Framers of this Act, who shall serve as the founding Board of Directors. This Board shall establish bylaws and procedures for P.R.O.T.E.C.T.'s operation, maintain strict independence from government agencies and private membership organizations such as the American Bar Association (ABA), and ensure that all leadership transitions are conducted transparently and with proper public notice.

Membership integrity is mandatory. No member of P.R.O.T.E.C.T. may hold office in, or have financial ties to, any entity implicated in fraud or trafficking addressed by this Act. Any conflict of interest shall result in immediate removal and permanent disqualification from service.

(b) Constitutional Authority

P.R.O.T.E.C.T. shall operate under the authority of Section 4 of the Fourteenth Amendment, which authorizes enforcement actions by the People to remedy systemic violations of rights. It shall also rely upon federal whistleblower and qui tam statutes as codified in 31 U.S.C. §§ 3729-3733, civil rights enforcement laws as codified in 42 U.S.C. §§ 1983 and 1988, and oversight authority derived from the Northwest Ordinance of 1787 and the original constitutional framework of the Republic.

(c) Duties

P.R.O.T.E.C.T. shall serve as the direct representative of victims of systemic fraud, unlawful seizures, trafficking, and corruption. It shall initiate bounty enforcement actions and civil recovery efforts in coordination with federal law, as provided under Section 4 of the Fourteenth Amendment. P.R.O.T.E.C.T. shall certify DOGE audits, seizures, and recoveries to ensure they are lawful, equitable, and consistent with the Affidavit of Remedy. It shall maintain independent oversight of the People's Remedy and Restoration National Recovery Fund established in Section 8, and it shall operate entirely free from BAR/ABA monopolistic control or influence by private membership organizations.

(d) Relationship to DOGE, Federal, and State Agencies

The Office of P.R.O.T.E.C.T. is an independent constitutional body of and for the People and shall not be subordinate to DOGE, the Department of Justice (DOJ), or any federal, state, or local agency or administration of these united States. P.R.O.T.E.C.T. operates on behalf of the People, free from external control or interference, and shall maintain full autonomy in performing its duties under this Act.

DOGE shall execute audits, seizures, and enforcement operations under this Act. P.R.O.T.E.C.T. shall certify the legality and equity of DOGE's actions to ensure that audits are thorough and unbiased, seizures are lawful and constitutional, and recoveries are properly directed to the People's Remedy and Restoration National Recovery Fund. P.R.O.T.E.C.T. has the authority to halt or challenge any action by DOGE or other agencies that is found to be unlawful, unconstitutional, or contrary to the Affidavit of Remedy.

(e) Transparency and Public Trust

All decisions, certifications, and reports issued by P.R.O.T.E.C.T. shall be made publicly accessible to the People. Records shall be permanently archived and published annually to ensure transparency and maintain public confidence in the operations of P.R.O.T.E.C.T.

(f) Funding and Independence of P.R.O.T.E.C.T.

Congress shall allocate to the Office of P.R.O.T.E.C.T. an annual grant of five million dollars (\$5,000,000) for operational expenses, investigations, and public outreach. This grant shall be issued as a direct allocation through the U.S. Treasury, remain free of conditions, limitations, or external oversight by any agency, committee, or political entity, and be automatically renewable every ten (10) years unless revoked by a specific act of Congress.

A permanent trust account shall be established within the U.S. Treasury, to be known as the Constitutional Trust for P.R.O.T.E.C.T. This account shall be entirely separate from general federal appropriations. P.R.O.T.E.C.T. shall have exclusive control and authority over the disbursement of funds, and all withdrawals shall require approval of the P.R.O.T.E.C.T. Board of Directors and no other entity.

P.R.O.T.E.C.T. shall publish an annual public report detailing how funds were used to protect victims, certify audits, and execute oversight duties. These reports shall be permanently archived and made accessible to Congress and the People without redaction or alteration.

SECTION 8. COLLECTION AND MANAGEMENT OF RECOVERED ASSETS

(a) Federal Nature of Funds

All penalties, fines, fees, treble damages, and recovered assets collected under this Act shall be deemed federal in nature. These funds arise from acts of domestic terrorism, treason, systemic fraud, and deprivation of rights under color of law as defined in this Act and the Affidavit of Remedy. Such assets shall be subject to the full authority of these united States and may not be claimed, retained, or diverted by any state, municipal, private, or foreign entity.

(b) Identification and Seizure of Assets

1. The Department of Government Efficiency (DOGE) shall be the lead federal agency responsible for identifying and auditing all assets connected to fraudulent documents, counterfeit filings, or unlawful systems.

2. Upon verification, DOGE shall issue a federal seizure order under the National Emergencies Act, directing federal enforcement agencies to secure such assets.

3. The U.S. Marshals Service, in coordination with the Department of Justice (DOJ) and other necessary agencies, shall physically and digitally execute all seizures, including bank accounts, trusts, and financial holdings; real property, estates, and titles; digital

technology platforms and servers; and evidence of fraud or trafficking concealed within land and court record systems.

4. All seizures shall be conducted in the presence of an appointed representative from the Office of P.R.O.T.E.C.T., ensuring transparency and lawful protection of the People's interests.

(c) Transfer to National Recovery Fund

1. Upon seizure, DOGE shall immediately transfer all monetary assets, liquidated property, and fines into the unified People's Remedy and Restoration National Recovery Fund, hereinafter referred to as "the Fund."

2. The Fund shall be managed exclusively by the U.S. Treasury, which shall hold the assets in trust for the People of these united States, maintain complete and transparent records, provide uniform nationwide reporting to Congress, P.R.O.T.E.C.T., and the public, and prevent the misappropriation or concealment of funds through independent auditing and digital tracking.

(d) Governing Board Oversight

A Governing Board shall oversee the Fund and all distributions to ensure accountability and prevent conflicts of interest. The Board shall consist of the Framers of HR 1776, representing the People and the Petition of Remonstrance, and one independent appointee approved by Congress, who shall have no affiliation with implicated individuals or entities, hold no financial or organizational interest in related crimes, and must pass a strict federal conflict-of-interest review prior to appointment.

The Governing Board shall approve the appointment of the Distribution Manager, certify all reporting and public disclosures, and authorize major disbursements and restitution payouts.

(e) Appointment of a Distribution Manager

1. The Department of Government Efficiency shall appoint a Distribution Manager to oversee the day-to-day administration of restitution and disbursement from the Fund.

2. This appointment shall not take effect without formal approval by the Governing Board.

3. The Distribution Manager shall possess a clear record free of any financial or organizational ties to implicated entities, have no prior role in land or court systems,

CPS, APS, or social services identified in this Act, and shall be barred by law from future employment with organizations involved in fraud or trafficking addressed herein.

4. Any violation of these standards shall result in immediate termination and federal prosecution.

(f) Distribution Priorities

The U.S. Treasury shall disburse funds under the following priority order, in alignment with the Affidavit of Remedy:

- 1. Treble damages and direct restitution to victims, including return of stolen property and restoration of family rights.*
- 2. Replenishment of retirement systems for lawful, non-complicit public servants.*
- 3. Reduction of the national debt to restore fiscal integrity.*
- 4. Equitable per-capita distribution to natural-born American citizens.*

(g) Prohibition on Diversion or Misappropriation

- 1. No state, municipal, private, or foreign entity shall retain, divert, or misappropriate any recovered funds or assets.*
- 2. Any individual or entity attempting to conceal or misuse funds shall be subject to immediate federal prosecution under the treason and domestic terrorism provisions of this Act.*
- 3. P.R.O.T.E.C.T. shall certify all distributions and maintain independent oversight of final disbursements to victims and citizens.*

(h) Transparency and Public Reporting

- 1. The U.S. Treasury shall establish a newly created division, to be known as the Office of Recovery and Restitution Reporting, which shall operate solely for the purposes of this Act. This division shall publish quarterly public reports detailing total assets recovered, total restitution paid to victims, the status of retirement system replenishments, and allocations to debt reduction and equitable citizen distributions. Reports shall present data only in aggregated form and shall not include names, addresses, or personally identifiable information of victims, whistleblowers, or associated parties. All identifying records shall be securely maintained within this division and accessible only to authorized federal agencies and the Office of P.R.O.T.E.C.T. for oversight, verification, and lawful enforcement activities.*

2. All reports shall be verified by both DOGE and the Office of P.R.O.T.E.C.T. before release to the public.

SECTION 9. SOFTWARE FRAUD AND FEDERAL SEIZURE

All electronic recording systems, including but not limited to ERDS, S.E.C.U.R.E., Tyler Technologies, E-File, and MERS, shall be subject to federal audit and seizure. The discovery of hidden access points or backdoors is prima facie evidence of systemic fraud and grounds for federal takeover.

SECTION 9A. STATE-LEVEL COMMISSIONERS AND COMPLIANCE WITH THE NORTHWEST ORDINANCE

(a) Purpose and Constitutional Basis

In recognition of the original Northwest Ordinance of 1787 and its continuing authority under Article IV, Section 4 of the United States Constitution, each state is required to uphold a republican form of government, protect the People's rights to property and family, and maintain lawful systems for land and court records. To fulfill these duties, each state shall establish a Commission on Land and Court Record Integrity, hereinafter referred to as the "State Commission," operating under the direct constitutional responsibility of the Governor, to ensure all systems operate free from fraud, trafficking, and private monopolistic control.

(b) Duties of the Governor

The Governor of each state shall personally ensure compliance with the Northwest Ordinance and this Act as a duty arising from their oath of office and emoluments. The Governor shall not delegate this constitutional duty to the courts or to private BAR-controlled entities. The Governor must guarantee the appointment of independent state commissioners as set forth in subsection (c), oversee and verify that all state-level land and court systems are functioning lawfully and transparently, protect whistleblowers and victims reporting systemic fraud or abuse, and act swiftly to correct violations, including replacing commissioners or administrators who fail to perform their duties.

(c) Appointment of State Commissioners

Within ninety (90) days of enactment of this Act, each Governor shall appoint a minimum of three State Commissioners to the State Commission. Commissioners must be independent of courts, BAR associations, CPS, APS, and social services agencies, have no financial ties or affiliations with entities implicated in the crimes addressed by this Act, and be free of conflicts of interest or participation in land or court fraud. Commissioners shall serve staggered three-year terms, with the first appointments

divided into one-year, two-year, and three-year terms to ensure continuity.

Commissioners may be removed for cause by the Governor for failure to perform their duties, provided that removal is documented and reported to the People of the state. All state commissioners must be approved by the Board of Directors established under this Act. Background investigations, including criminal history inquiries, must be conducted prior to approval.

(d) Role and Duties of the State Commission

The State Commission shall oversee all state-level land record and court record systems, ensuring they are secure, transparent, and free from fraudulent activity. It shall audit and certify all county-level record systems annually, ensure CPS, APS, and related social services agencies do not engage in trafficking, unlawful seizures, or exploitation of citizens, provide independent public hearings and reports to the People of the state separate from judicial control, create a publicly accessible record of findings to ensure transparency, and refer systemic violations directly to the Governor for enforcement action.

(e) Independence From Courts and Private Control

The State Commission shall operate entirely outside the control of the courts, BAR associations, or any private membership organization. Judicial officers, clerks, and BAR-affiliated individuals shall not serve as commissioners or exercise oversight over the Commission's work. This independence is essential to prevent conflicts of interest and to maintain a true republican form of government as required by the Northwest Ordinance and the United States Constitution.

(f) Enforcement of Governor's Duty

Failure of a Governor to establish and maintain a functioning State Commission or to uphold the duties set forth in this section shall constitute a breach of constitutional duty and an emoluments violation under Article I, Section 9 of the United States Constitution. Such a failure may trigger federal intervention under Article IV, Section 4, limited to ensuring the restoration of a republican form of government. Federal intervention under this subsection shall not supersede state sovereignty but shall act solely to guarantee that the People's rights are protected when a state government has failed. Any state commissioner may be removed at the request of the Board of Directors established under this Act.

(g) Reporting to the People

Each Governor shall submit annual public reports to the Office of P.R.O.T.E.C.T. for the People and to their respective State Legislators. These reports shall detail actions taken by the State Commission, audits performed on land and court records, and measures implemented to prevent fraud and trafficking. Reports shall be made publicly available and submitted to both chambers of the state legislature for review and transparency. Reports shall include a formal cover statement: "Pursuant to HR 1776 and the Northwest Ordinance of 1787, and in fulfillment of my constitutional duties as Governor, I hereby submit this Annual Compliance Report detailing the actions and findings of the State Commission on Land and Court Record Integrity for the preceding year. This report is provided to both chambers of the state legislature, the People of this state, and the public record for review and transparency. It serves as a formal record of compliance, oversight, and, where necessary, to guide corrective actions to ensure that land, court, and administrative systems operate lawfully and free from fraud, trafficking, or monopolistic control.

SECTION 10. PROHIBITION OF ABA MONOPOLY AND ACCOUNTABILITY FOR CHARTER BREACHES

(a) Prohibition of ABA and Affiliates in Judicial Control

Effective immediately upon the implementation of this Act, the American Bar Association (ABA), all state bar associations, the National Academy of Elder Law Attorneys (NAELA), and any affiliated or subsidiary private membership organizations are prohibited from exercising control over judicial offices or appointments, licensing or credentialing attorneys or judges, regulating access to courts or representation, or dictating legal education standards, disciplinary actions, or court procedural rules. These private entities have no constitutional authority to regulate justice systems or interfere with the People's right to representation, self-governance, and republican government as guaranteed under Article IV, Section 4.

(b) Historical Findings

Congress finds and declares that the ABA and affiliated organizations have been identified in the Congressional Record of 1958, Communist Goals, Goal #35, as having been infiltrated by ideologies hostile to the Republic, including communism and globalism. Their operations constitute private corporate monopolies that undermine both state and federal sovereignty. These monopolies have enabled systemic fraud in land and court records, CPS and APS exploitation, and unlawful trafficking under color of law.

(c) Insurance and Charter Liability

State bar associations and similar judicial entities operate as private corporations with insurance charters and bonding obligations. Breach of these charters through concealment of fraud, failure to uphold fiduciary duties, or systemic participation in trafficking and unlawful seizures shall void immunity protections and create direct federal civil liability under 42 U.S.C. § 1983 for civil rights violations, 42 U.S.C. § 1988 for attorney's fees and costs, 18 U.S.C. §§ 1341-1343 for mail and wire fraud, and 18 U.S.C. § 1964 for RICO and treble damages. Bonds and insurance payouts shall be seized and applied to the People's Remedy and Restoration National Recovery Fund for restitution to victims.

(d) Empowering Independent Representation

Congress hereby reaffirms the right of the People to represent themselves or to be represented by non-ABA affiliated advocates, attorneys-in-fact, or private attorneys general under 42 U.S.C. § 1988 for civil rights counsel, 31 U.S.C. §§ 3729-3733 for qui tam whistleblower actions, and 18 U.S.C. § 3332 for special grand jury provisions, as well as Supreme Court precedents affirming this right. No state or court shall deny the People this right based on BAR licensing or private membership requirements.

(e) Role of State Commissions

The newly established State Commissions on Land and Court Record Integrity, under the authority of each Governor, shall immediately review all existing judicial licensing systems, contracts, insurance agreements, and bar association filings, as well as court procedural rules and administrative frameworks. Within one hundred eighty (180) days, each State Commission shall certify which systems are lawful and constitutional, identify and recommend removal of any unconstitutional BAR-based structures, and report findings to the Governor and State Legislature for corrective action.

(f) Fraudulent Licensing and Constitutional Treason

Congress hereby finds and declares that there is no constitutional or statutory basis for the issuance of a "license to practice law." What BAR associations and state supreme courts issue are private membership credentials, not public licenses. These credentials have been misrepresented to the People as lawful authority. Such misrepresentation constitutes fraud in the inducement, deceiving citizens into believing only BAR members may access or represent others in court. The right to represent oneself or another under lawful authority is a natural right, protected by the Constitution and recognized under federal statutes including 42 U.S.C. § 1988, 31 U.S.C. §§ 3729-3733, and 18 U.S.C. § 3332.

Treasonous usurpation of public office occurs when BAR associations and their affiliates falsely claim exclusive control over the practice of law and access to courts. By doing so, they usurp public offices through private membership structures, establish an unconstitutional monopoly that overrides both state legislatures and Congress, and weaponize courts to conceal fraud, trafficking, and unlawful takings from the People. These acts constitute treason under 18 U.S.C. § 2381, as they directly subvert the constitutional framework and aid systemic enemies of the Republic.

The BAR monopoly has extracted unlawful fees and fines from the People under false pretenses, engaged in insurance fraud by forcing insurers to underwrite professional liability policies for entities and individuals operating without lawful authority, and manipulated bonds, charters, and financial instruments to shield judges and attorneys from accountability while enabling organized theft. All BAR-affiliated bonds and insurance policies shall be seized under Section 8 of this Act, and all payouts shall be directed to the People's Remedy and Restoration National Recovery Fund for victim restitution.

Upon enactment of this Act, no court, judge, or public official shall require or enforce BAR membership as a condition of representation or participation in judicial processes. State and federal entities shall be notified that representation is open to any lawful citizen, advocate, or private attorney general, subject only to constitutional rules of conduct and not to private membership rules.

Any individual or organization continuing to enforce fraudulent licensing requirements shall be subject to civil RICO liability under 18 U.S.C. § 1964, criminal prosecution under 18 U.S.C. §§ 241-242, and treason charges under 18 U.S.C. § 2381.

SECTION 11. ENFORCEMENT AND PENALTIES

Criminal enforcement shall include, but not be exclusive of, prosecutions for Domestic Terrorism, Treason, RICO violations, Mail and Wire Fraud, and Obstruction of Justice. Civil penalties shall include treble damages under 18 U.S.C. § 1964 and 42 U.S.C. § 1983.

SECTION 12. IMPLEMENTATION AND REPORTING

DOGE shall immediately implement this Act. The President shall issue an Executive Order affirming this Act and the Affidavit of Remedy. DOGE shall report quarterly to Congress and P.R.O.T.E.C.T. on audits, recoveries, and enforcement.

SECTION 13. INCORPORATION OF FOUNDATIONAL DOCUMENTS BY REFERENCE

(a) Purpose and Authority

The documents listed below are hereby incorporated by reference into this Act as integral and binding components of its purpose, implementation, and interpretation. These materials provide the historical foundation for this Act, the lawful demand and remedy process initiated by the People, and the constitutional and statutory framework necessary to enforce compliance at both the state and federal levels.

(b) Incorporated Documents

The following documents are hereby incorporated by reference and shall be physically attached to this Act, recognized as integral, binding components of its purpose and enforcement, and afforded full statutory authority. These documents serve as official guidance to ensure lawful implementation, interpretation, and remedy under this Act. Appendix A shall contain the original Petition of Remonstrance submitted by the People to the President, Congress, the Supreme Court, and all relevant federal and state offices, constituting the lawful demand for remedy and the restoration of constitutional governance and republican government in accordance with Article IV, Section 4 of the United States Constitution.

Appendix B shall include the Amicus Brief, presenting supporting legal arguments, case law, and constitutional interpretation that reinforce federal jurisdiction and lawful remedy.

Appendix C shall contain the sworn final Affidavit of Remedy, establishing crimes, harms, and required remedies. This appendix provides the framework for victim restitution and the return of property through the People's Remedy and Restoration National Recovery Fund.

Appendix D shall contain the evidentiary record and supporting documentation presented to the Department of Government Efficiency (DOGE) by the Framers and Whistleblowers, hereinafter referred to as the "Whistleblower Evidence Binder." This binder, known as Binder 2, includes examples of counterfeit, forged, and perjured documents; records of systemic fraud and trafficking; and whistleblower statements that demonstrate the unlawful acts and criminal networks addressed by this Act. The materials contained in Appendix G shall serve as evidentiary guidance for enforcement, audit, and prosecution under this Act. These documents are to be held under seal, with identifying information and victim data protected in accordance with federal privacy laws and accessible only to authorized federal agencies, DOGE, and the Office of P.R.O.T.E.C.T. for lawful oversight and verification purposes.

Appendix E shall include the full text of the Northwest Ordinance of 1787, reaffirmed as foundational law governing state obligations for land management, court integrity, and maintenance of a republican form of government.

Appendix F shall contain the White Paper on Northwest Ordinance Compliance, which provides modern guidance and standards for Governors and State Commissions to ensure compliance with Sections 8 and 9 of this Act.

Appendix G shall contain the Declaration of Framers and the formal documentation for the formation of the Office of P.R.O.T.E.C.T.

(c) Legal Effect

These appendices shall carry the same force and effect as the statutory language of this Act. In the event of ambiguity or dispute regarding implementation or interpretation, these documents shall control as guiding authority, ensuring that the intent of the People and the Framers of this Act is fully preserved. All federal and state officials are required to review and adhere to these materials in carrying out their duties under this Act.

(d) Public Access

All appendices shall be published in full with every copy of this Act, made permanently available on official federal and state websites, and distributed to all state legislatures, Governors, and State Commissions.

SECTION 14. EFFECTIVE DATE

This Act shall take effect immediately upon enactment.